



Just One Look™

Alabama's ON-DEMAND Public Access to Trial Court Records.

www.AlacourtAccess.com

ALABAMA SJIS CASE DETAIL



County: 61 Case Number: CV-2002-000724.00 Court Action: PROS.
 Style: THE CIT GROUP/EQUIPMENT FINANCING SERVICES INCORPORATED VS AMERICAN NO

Case Information		Case Type	
County:	TALLADEGA - TALLADEGA	Code:	ACCT
Case Number:	CV-2002-000724.00	Type:	ACCOUNT COLLECTION
Judge ID:	JMK:JULIAN M KING	Track:	
Trial:	Bench	Status:	D:DISPOSED
Style:	THE CIT GROUP/EQUIPMENT FINANCING SERVICES INCORPORATED VS AMERICAN NO	No of Plaintiffs:	001
Filed:	10/10/2002	No of Defendants:	002

Court Action		Damages	
Disposition Judge ID:	JMK:JULIAN M KING	Amount:	\$0.00
Court Action:	D:DISMISSED W/O PREJUDICE/JURIS, OR PROS	Compensatory:	\$0.00
Judgment For:	No Judgment	Punitive:	\$0.00
Trial days:	0	General:	\$0.00
Lien:	0	None:	

Other Actions			
Continuance Date:		# of Previous Continuances:	0000 Why:
Revised Judgment Date:		Admin Date:	0000 Why:
Appeal Date:		Court:	Case:
Date Trial Began but No Verdict (TBNV1):	00000000	Date Trial Began but No Verdict (TBNV2):	
Disposition Date:		Disposition Type:	

Comments	
Comment 1:	
Comment 2:	

Court Dates			
Date:	Que:	Time:	Description:
1:	000	00:00	-
2:	000	00:00	-
3:	000	00:00	-
4:	000	00:00	-

Party Information			
Party:	C 001	Name:	CIT GROUP, THE/EQUIPMENT FINANCING
Index:	Y	Alt Name:	
SSN:		DOB:	
Address 1:	SERVICES INC	Sex:	
Phono:	(256) 000-0000	Address 2:	
Dock:		State:	AL
		Zip:	00000-0000
		Country:	US
		Entered:	
		Type:	B:Business
		Judge ID:	JMK
		Race:	

Service Information			
Issued:	Type:	Reissue:	Type:
Return:	Type:	Return:	Type:
Service:	Type:	Service On:	By:
Answer:	Type:	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action			
Court action:	D:DISMISSED W/O PREJUDICE	Date:	03/19/2003
Amount:	\$0.00	Cost:	\$0.00
For	N:No Judgment	Other:	\$0.00
Exempt:		Satisfied:	
Comment:			

Attorneys			
Attorney 1:	DAV153	Name:	DAVIS SHAYANA BOYD
Attorney 2:	HAM012	Name:	HAMMOND CLARK RODGERS
Attorney 3:		Name:	
Attorney 4:		Name:	
Attorney 5:		Name:	
Attorney 6:		Name:	

Party Information			
Party:	D 001	Name:	AMERICAN NONWOVENS CORP
Index:	Y	Alt Name:	
SSN:		DOB:	
Address 1:	C/O WILLIAM MARTIN	Address 2:	221 FABRITEK DR
Phone:	(256) 000-0000	City:	COLUMBUS
State:	MS	Zip:	39704-0000
Country:	US	Entered:	
Dock:		Notice:	

Service Information			
Issued:	10/14/2002	Type:	C:Certified mail
Return:		Type:	
Service:	10/21/2002	Type:	C:Certified Mail
Answer:	11/11/2002	Type:	D:Complaint denied
Warrant		Type:	

Court Action			
Court action:	D:DISMISSED W/O PREJUDICE	Date:	03/19/2003
Amount:	\$0.00	Cost:	\$0.00
For	N:No Judgment	Other:	\$0.00
Exempt:		Satisfied:	
Comment:			

Attorneys			
Attorney 1:	GAI002	Name:	GAINES CHARLES P
Attorney 2:		Name:	
Attorney 3:		Name:	
Attorney 4:		Name:	
Attorney 5:		Name:	
Attorney 6:		Name:	

Party 3: D002-DEPRIEST DONALD R										
Party Information										
Party:	D 002	Name:	DEPRIEST DONALD R				Type:	Individual		
Index:	Y	Alt Name:					Judge ID:	JMK		
SSN:		DOB:					Sex:	Race:		
Address 1:	221 FABRITEK DR				Address 2:					
Phone:	(256) 000-0000	City:	COLUMBUS	State:	MS	Zip:	39704-0000	Country:	US	
Dock:		Notice:					Entered:			
Service Information										
Issued:	10/14/2002	Type:	C:Certified mail	Reissue:			Type:			
Return:	11/25/2002	Type:	C:Unclaimed cert mail	Return:			Type:			
Service:		Type:		Service On:			By:			
Answer:	11/14/2002	Type:	D:Complaint denied	NS Not:			NA Not:			
Warrant		Type:		Arrest:						
Court Action										
Court action:	D:DISMISSED W/O PREJUDICE			Date:	03/19/2003		For	N:No Judgment		
Amount:	\$0.00		Cost:	\$0.00		Other:	\$0.00		Satisfied:	
Comment:										
Attorneys										
Attorney 1:	LIV001	Name:	LIVINGSTON EDWIN BURKS JR				City:	SYLACAUGA	State:	AL
Attorney 2:		Name:					City:		State:	
Attorney 3:		Name:					City:		State:	
Attorney 4:		Name:					City:		State:	
Attorney 5:		Name:					City:		State:	
Attorney 6:		Name:					City:		State:	

Financial											
Fee Sheet											
Case No	Acct No	Status	Checks/Adm	Fees From	Party	Amount	Total Due	Amt Paid	Balance	Hold Amt	
	AOCC	A	A	N	C001	000	000	\$15.48	\$15.48	\$0.00	0
	CV00	A	A	N	C001	000	000	\$163.00	\$163.00	\$0.00	0
TOTAL:								\$179.48	\$179.48	\$0.00	\$0.00
Financial History											
Transaction Date	Transaction Type	Disb Acct	Payment From To	Batch	Check No	Amount	Fee	Monr	Attorney	Operator	
10/14/2002	R:RECEIPT		AOCC	2003011	02650200	15.48	N	P		ALS	
10/14/2002	R:RECEIPT		CV00	2003011	02650201	163	N	P		ALS	
10/14/2002	Z:FEE ADDED		CV00	2003011	00000000	163	N	O		ALS	
10/14/2002	Z:FEE ADDED		AOCC	2003011	00000000	15.48	N	O		ALS	

Case Action Summary				
Date	Time	Code	Comments	Operator
10/14/2002	3:28:15	FILE	FILED THIS DATE: 10/10/2002 (AV01)	ALS
10/14/2002	3:28:16	ORIG	ORIGIN: INITIAL FILING (AV01)	ALS
10/14/2002	3:28:17	STAT	CASE ASSIGNED STATUS OF: ACTIVE (AV01)	ALS
10/14/2002	3:28:18	TDMN	BENCH/NON-JURY TRIAL REQUESTED (AV01)	ALS
10/14/2002	3:28:19	ASSJ	ASSIGNED TO JUDGE: JULIAN M KING (AV01)	ALS
10/14/2002	3:28:45	PART	THE CIT GROUP/EQUIPMENT FINANCING ADDED AS C001	ALS

10/14/2002	3:28:46	ATTY	LISTED AS ATTORNEY FOR C001: DAVIS SHAYANA BOYD	ALS
10/14/2002	3:29:19	PART	AMERICAN NONWOVENS CORP ADDED AS D001 (AV02)	ALS
10/14/2002	3:29:20	SUMM	CERTIFIED MAI ISSUED: 10/14/2002 TO D001 (AV02)	ALS
10/14/2002	3:29:55	PART	DEPRIEST DONALD R ADDED AS D002 (AV02)	ALS
10/14/2002	3:29:56	SUMM	CERTIFIED MAI ISSUED: 10/14/2002 TO D002 (AV02)	ALS
10/14/2002	3:29:57	CASP	CASE ACTION SUMMARY PRINTED (AV02)	ALS
10/23/2002	2:54:36	SERC	SERVICE OF CERTIFIED MAI ON 10/21/2002 FOR D001	DEW
11/14/2002	4:22:15	ATTY	LISTED AS ATTORNEY FOR D002: LIVINGSTON EDWIN B J	JAW
11/14/2002	4:22:16	ANSW	ANSWER OF COMP DENIED ON 11/14/2002 FOR D002(AV02)	JAW
11/15/2002	11:31:57	ATTY	LISTED AS ATTORNEY FOR D001: GAINES CHARLES P	JAW
11/15/2002	11:31:58	ANSW	ANSWER OF COMP DENIED ON 11/11/2002 FOR D001(AV02)	JAW
11/25/2002	2:33:42	RETU	RETURN OF UNCLAIM CERT ON 11/25/2002 FOR D002	JAW
01/14/2003	11:53:08	ATTY	LISTED AS ATTORNEY FOR C001: HAMMOND CLARK RODGER	JAW
03/19/2003	11:53:08	STAT	CASE ASSIGNED STATUS OF: DISPOSED (AV01)	JAW
03/19/2003	11:53:09	DISP	DISPOSED ON: 03/19/2003 BY (DISM W/O PREJ) (AV01)	JAW
03/19/2003	11:53:10	CACJ	COURT ACTION JUDGE: JULIAN M KING (AV01)	JAW
03/19/2003	11:53:11	PDIS	C001 DISPOSED BY (DISM W/O PREJ) ON 03/19/2003	JAW
03/19/2003	11:53:12	PDIS	D001 DISPOSED BY (DISM W/O PREJ) ON 03/19/2003	JAW
03/19/2003	11:53:13	PDIS	D002 DISPOSED BY (DISM W/O PREJ) ON 03/19/2003	JAW
10/26/2006	8:29:43	---	SCANNED - ACCESS FORMS	
10/26/2006	8:48:09	---	SCANNED - ACCESS FORMS	
10/26/2006	8:55:55	---	SCANNED - ACCESS FORMS	
02/09/2007	4:53:27	SCAN	CASE SCANNED STATUS SET TO: Y (AV01)	ALS

END OF THE REPORT

alacourt.com



Just One Look™

Alabama's ON-DEMAND Public Access to Trial Court Records.

www.AlacourtAccess.com

ALABAMA SJIS CASE DETAIL



County: **03** Case Number: **CV-2006-000024.00** Court Action: **JUDGMENT**
 Style: **ADECA VS AMERICAN NONWOVENS CORP ET AL**

Case Information		Case Type	
County:	MONTGOMERY	Code:	CONT
Case Number:	CV-2006-000024.00	Type:	CONTRACT/EJMNT/SEIZU
Judge ID:	J-H:HON. JOHNNY HARDWICK	Track:	
Trial:	Bench	Status:	D:DISPOSED
Style:	ADECA VS AMERICAN NONWOVENS CORP ET AL	No of Plaintiffs:	001
		No of Defendants:	002
Filed:	01/04/2006		

Court Action		Damages	
Disposition Judge ID:	J-H:HON. JOHNNY HARDWICK	Amount:	\$0.00
Court Action:	M:SUMMARY JUDGMENT	Compensatory:	\$0.00
Judgment For:	P	Punitive:	\$0.00
Trial days:	0	General:	\$0.00
Lien:	0	None:	

Other Actions			
Continuance Date:	# of Previous Continuances:	0000	Why:
Revised Judgment Date:	Admin Date:	0000	Why:
Appeal Date:	Court:		Case:
Date Trial Began but No Verdict (TBNV1):	00000000	Date Trial Began but No Verdict (TBNV2):	
Disposition Date:		Disposition Type:	

Comments	
Comment 1:	
Comment 2:	

Court Dates			
Date:	Que:	Time:	Description:
1: 08/07/2006	001	09:00 AM	BTRL - TRIAL - BENCH
2: 05/16/2007	001	09:00 AM	HEAR - ALL PENDING MOTIONS
3: 05/16/2007	001	09:00 AM	STAT - STATUS REVIEW/DKT
4:	000	00:00	-

Party Information			
Party:	C 001	Name:	ADECA
Index:	Y	Alt Name:	
SSN:		DOB:	
Address 1:		Sex:	
Phone:	(334) 000-0000	Address 2:	
Dock:		State:	AL
		Zip:	00000-0000
		Country:	US
		Entered:	
		Type:	G:Government
		Judge ID:	J-H
		Race:	

Service Information

Issued:	Type:	Reissue:	Type:
Return:	Type:	Return:	Type:
Service:	Type:	Service On:	By:
Answer:	Type:	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action

Court action: M:SUMMARY JUDGMENT	Date: 06/15/2007	For P	Exempt:
Amount: \$0.00	Cost: \$0.00	Other: \$0.00	Satisfied:
Comment:			

Attorneys

Attorney 1: PAR016	Name: PARNELL CHARLES N III	City: MONTGOMERY	State: AL
Attorney 2:	Name:	City:	State:
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Party 2: D001 - AMERICAN NONWOVENS CORP**Party Information**

Party: D 001	Name: AMERICAN NONWOVENS CORP	Type: B:Business
Index: Y	Alt Name:	Judge ID: J-H
SSN:	DOB:	Sex:
		Race:
Address 1: 221 FABRITEK DR	Address 2:	
Phone: (334) 000-0000	City: COLUMBUS	State: MI Zip: 38702-0000 Country: US
Dock:	Notice:	Entered:

Service Information

Issued: 01/10/2006	Type: C:Certified mail	Reissue:	Type:
Return:	Type:	Return:	Type:
Service: 01/24/2006	Type: C:Certified Mail	Service On:	By:
Answer: 02/13/2006	Type: D:Complaint denied	NS Not:	NA Not:
Warrant	Type:	Arrest:	

Court Action

Court action: M:SUMMARY JUDGMENT	Date: 06/15/2007	For P	Exempt:
Amount: \$2219007.95	Cost: \$0.00	Other: \$0.00	Satisfied:
Comment:			

Attorneys

Attorney 1: DAV061	Name: DAVIS RONALD LEE	City: TUSCALOOSA	State: AL
Attorney 2: CAR108	Name: OLDSHUE PAIGE MCCOY	City: TUSCALOOSA	State: AL
Attorney 3: LAU006	Name: LAURIE ROBIN GARRETT	City: MONTGOMERY	State: AL
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

PARTY 3 - D002 - DEPRIEST DONALD R**Party Information**

Party:	D 002	Name:	DEPRIEST DONALD R	Type:	I:Individual
Index:	Y	Alt Name:		Judge ID:	J-H
SSN:		DOB:		Sex:	
				Race:	
Address 1:	510 7TH ST, NORTH			Address 2:	
Phone:	(334) 000-0000	City:	COLUMBUS	State:	MI
				Zip:	39702-0000
Dock:		Notice:		Country:	US
				Entered:	

Service Information

Issued:	01/10/2008	Type:	C:Certified mail	Reissue:		Type:	
Return:		Type:		Return:		Type:	
Service:	01/13/2008	Type:	C:Certified Mail	Service On:		By:	
Answer:		Type:		NS Not:		NA Not:	
Warrant:		Type:		Arrest:			

Court Action

Court action:	M:SUMMARY JUDGMENT	Date:	06/15/2007	For	P	Exempt:	
Amount:	\$2219007.95	Cost:	\$0.00	Other:	\$0.00	Satisfied:	
Comment:							

Attorneys

Attorney 1:	LAU006	Name:	LAURIE ROBIN GARRETT	City:	MONTGOMERY	State:	AL
Attorney 2:		Name:		City:		State:	
Attorney 3:		Name:		City:		State:	
Attorney 4:		Name:		City:		State:	
Attorney 5:		Name:		City:		State:	
Attorney 6:		Name:		City:		State:	

PARTY 4 - G001 - RENASANT BANK**Party Information**

Party:	G 001	Name:	RENASANT BANK	Type:	B:Business
Index:	Y	About:	D 002	Judge ID:	J-H
SSN:		DOB:		Sex:	
				Race:	
Address 1:	301 N. 20TH STREET			Address 2:	
Phone:	(000) 000-0000	City:	BIRMINGHAM	State:	AL
				Zip:	35203-0000
Dock:	N	Notice:	N	Country:	
				Entered:	08/15/2008

Service Information

Issued:	08/18/2008	Type:	S:Sheriff	Notice Issue:	08/18/2008	Type:	C:Certified mail
Return:	08/25/2008	Type:	M:Party moved	Notice Return:	09/15/2008	Type:	C:Unclaimed cert mail
Service:		Type:		Not Service		Type:	
Answer:		Type:		Garn Rel:		Type:	
Reissue:		Type:		Notice Reissue:		Type:	

Court Action

Court action:		Date:		For		Exempt:	
Amount:	\$0.00	Cost:	\$0.00	Other:	\$0.00	Satisfied:	
Comment:							

Attorneys

Attorney 1:	Name:	City:	State:
Attorney 2:	Name:	City:	State:
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Part 75 G002 REGIONS BANK

Party Information

Party:	G 002	Name:	REGIONS BANK	Type:	B:Business
Index:	Y	About:	D 002	Judge ID:	J-H
SSN:		DOB:		Sex:	Race:
Address 1:	P.O. BOX 10247				
Phone:	(000) 000-0000	City:	BIRMINGHAM	State:	AL Zip: 35202-0000 Country:
Dock:	N	Notice:	N	Entered:	08/15/2008

Service Information

Issued:	08/18/2008	Type:	C:Certified mail	Notice Issue:	08/18/2008	Type:	C:Certified mail
Return:		Type:		Notice Return:	09/15/2008	Type:	C:Unclaimed cert mail
Service:	08/25/2008	Type:	C:Certified Mail	Not Service		Type:	
Answer:	10/24/2008	Type:	J:Money not wages	Garn Rel:		Type:	
Reissue		Type:		Notice Reissue:		Type:	

Court Action

Court action:	Date:	For	Exempt:
Amount: \$0.00	Cost: \$0.00	Other: \$0.00	Satisfied:
Comment:			

Attorneys

Attorney 1:	Name:	City:	State:
Attorney 2:	Name:	City:	State:
Attorney 3:	Name:	City:	State:
Attorney 4:	Name:	City:	State:
Attorney 5:	Name:	City:	State:
Attorney 6:	Name:	City:	State:

Financial

Fee Sheet

PC	NO	Acct	Status	Checks Admin	From	For	Fee	Fee Type	Amount	Fee	Balance	Hold Amt
		COPY	A	A	N	C001	000	000	\$2.90	\$2.90	\$0.00	0
		GARN	A	A	N	C001	000	000	\$60.00	\$60.00	\$0.00	0
		MJDG	A	A	N	C001	000	000	\$50.00	\$50.00	\$0.00	0
		CV05	A	A	N	D001	000	000	\$301.00	\$0.00	\$301.00	0
		SERA	A	A	N	D001	000	000	\$10.00	\$0.00	\$10.00	0
		J001	A	S	N	G001	D001	C001	\$1,858,732.00	\$0.00	\$1,858,732.00	0
		J002	A	S	N	G002	D001	C001	\$1,858,732.00	\$357.14	\$1,858,374.86	357.14
TOTAL:									\$3,717,887.90	\$470.04	\$3,717,417.86	\$357.14

Financial History

Transaction Date	Transaction Type	Dis. Date	Payment	Batch	Check	Amount	Fee	Money	Attorney	Operator
07/11/2006	R:RECEIPT		MJDG	2006200	11462800	50	N	P		MIA
07/11/2006	Z:FEE ADDED		MJDG	2006200	00000000	50	N	O		MIA

11/08/2007	R:RECEIPT		COPY	2008029	13006600	2.9	N	P		KAR
11/08/2007	Z:FEE ADDED		COPY	2008029	00000000	0	N	O		KAR
08/18/2008	R:RECEIPT		GARN	2008239	13986600	30	N	P		MAW
08/18/2008	R:RECEIPT		GARN	2008239	13986700	30	N	P		MAW
08/18/2008	Z:FEE ADDED		GARN	2008239	00000000	30	N	O		MAW
08/18/2008	Z:FEE ADDED		CV05	2008239	00000000	301	N	O		MAW
08/18/2008	Z:FEE ADDED		SERA	2008239	00000000	10	N	O		MAW
08/18/2008	Z:FEE ADDED		J001	2008239	00000000	18590.93	N	O		MAW
08/18/2008	Z:FEE ADDED		J002	2008239	00000000	0	N	O		MAW
03/05/2009	R:RECEIPT		J002	2009112	14745500	357.14	N	P		MAM

Case Action Summary										
Date	Time	Code	Comments							
01/04/2006	12:00:00	---	SCANNED - COMPLAINT - AMERICAN NONWOVENS CORPORATION							
01/04/2006	12:00:00	---	SCANNED - COMPLAINT - ADECA							
01/10/2006	8:46:53	FILE	FILED THIS DATE: 01/04/2006 (AV01)							KAR
01/10/2006	8:46:54	ORIG	ORIGIN: INITIAL FILING (AV01)							KAR
01/10/2006	8:46:55	TDMN	BENCH/NON-JURY TRIAL REQUESTED (AV01)							KAR
01/10/2006	8:46:56	STAT	CASE ASSIGNED STATUS OF: ACTIVE (AV01)							KAR
01/10/2006	8:46:57	ASSJ	ASSIGNED TO JUDGE: HON. JOHNNY HARDWICK (AV01)							KAR
01/10/2006	8:47:32	PART	ADECA ADDED AS C001 (AV02)							KAR
01/10/2006	8:47:33	ATTY	LISTED AS ATTORNEY FOR C001: PARNELL CHARLES N II							KAR
01/10/2006	8:48:12	PART	AMERICAN NONWOVENS CORP ADDED AS D001 (AV02)							KAR
01/10/2006	8:48:13	ATTY	LISTED AS ATTORNEY FOR D001: PRO SE (AV02)							KAR
01/10/2006	8:48:14	SUMM	CERTIFIED MAIL ISSUED: 01/10/2006 TO D001 (AV02)							KAR
01/10/2006	8:48:45	PART	DEPRIEST DONALD R ADDED AS D002 (AV02)							KAR
01/10/2006	8:48:46	ATTY	LISTED AS ATTORNEY FOR D002: PRO SE (AV02)							KAR
01/10/2006	8:48:47	SUMM	CERTIFIED MAIL ISSUED: 01/10/2006 TO D002 (AV02)							KAR
01/13/2006	12:00:00	---	SCANNED - SUMMONS - ADECA							
01/24/2006	12:00:00	---	SCANNED - SUMMONS - ADECA							
01/24/2006	4:48:34	SERC	SERVICE OF CERTIFIED MAIL ON 01/13/2006 FOR D002							JAG
02/13/2006	12:00:00	---	SCANNED - ANSWERS - ADECA							
02/14/2006	8:55:30	ATTY	LISTED AS ATTORNEY FOR D001: DAVIS RONALD LEE							REW
02/14/2006	8:55:31	ANSW	ANSWER OF COMP DENIED ON 02/13/2006 FOR D001(AV02)							REW
02/14/2006	8:55:32	ATTY	LISTED AS ATTORNEY FOR D001: CARPENTER PAIGE MCCO							REW
02/14/2006	4:32:58	SERC	SERVICE OF CERTIFIED MAIL ON 01/24/2006 FOR D001							JAG
03/10/2006	12:00:00	---	SCANNED - ORDER - ADECA							
03/15/2006	9:40:24	DAT2	SET FOR: ALL PENDING MOTIONS ON 05/08/2006 AT 090							JAG
05/09/2006	12:00:00	---	SCANNED - ORDER - ADECA							
05/09/2006	8:16:45	DAT1	SET FOR: TRIAL - BENCH ON 08/07/2006 AT 0900A							JAG
05/09/2006	8:16:46	DAT3	SET FOR: PRETRIAL CONFERENCE ON 07/24/2006 AT 083							JAG
07/11/2006	1:18:29	TEXT	PLTFS MO FOR SUMM JGMT							MIA
07/11/2006	1:42:54	---	SCANNED - MOTION - ADECA							
07/21/2006	12:00:00	---	SCANNED - MOTION - ADECA							
07/21/2006	12:38:57	TEXT	DFTS RESPONSE TO PLTFS MOTION FOR SUMM JMNT							LAW
10/27/2006	12:00:00	---	SCANNED - MOTION - AL DEPT OF ECONOMIC AND COMMUNITY							
10/27/2006	3:34:51	TEXT	PLTFS MO REQUESTING COURT RESCHED ORAL ARGUMENT							MIA
10/27/2006	3:34:52	TEXT	...HEARING ON PLTFS MSJ @ 1ST AVAILABLE DOCKET							MIA
11/03/2006	12:00:00	---	SCANNED - ORDER - AL DEPT OF ECONOMIC							
11/07/2006	8:50:40	DAT2	SET FOR: ALL PENDING MOTIONS ON 01/23/2007 AT 090							JAG
01/12/2007	12:00:00	---	SCANNED - MOTION - ADECA							

01/12/2007	3:29:51	TEXT	PAIGE M CARPENTER MOTION TO WITHDRAW AS COUNSEL	LAW
01/12/2007	3:29:52	TEXT	...FOR DFT	LAW
01/16/2007	12:52:12	TEXT	DFTS AMENDED MO TO W/DRAW AS COUNSEL	MIA
01/16/2007	3:05:24	---	SCANNED - MOTION - THE AL DEPT OF ECONOMIC AND COMMUNITY AFFAIRS	
01/16/2007	3:09:35	EMOT	D001-D002-OTHER - MOTION TO ENFORCE SETTLEMENT AGREEMENT FILED.	LAU006
01/16/2007	3:46:03	EMOT	MOTION - TRANSMITTAL	LAU006
01/17/2007	8:12:35	ATTY	LISTED AS ATTORNEY FOR D001: LAURIE ROBIN GARRETT	MIA
01/17/2007	8:13:00	ATTY	LISTED AS ATTORNEY FOR D002: LAURIE ROBIN GARRETT	MIA
01/17/2007	8:16:22	EMOT	D001-D002-OTHER /DOCKETED	MIA
04/26/2007	4:53:47	DAT2	SET FOR: ALL PENDING MOTIONS ON 05/16/2007 AT 090	JAG
04/26/2007	4:57:15	---	SCANNED - ORDER - ADECA	
05/04/2007	11:42:46	JEORDE	ORDER E-FILED.	J-H
05/05/2007	6:19:35	JEORDE	ORDER - TRANSMITTAL	J-H
05/07/2007	10:24:43	DAT3	SET FOR: STATUS REVIEW/DKT ON 05/16/2007 AT 0900A	REW
06/15/2007	12:00:00	---	SCANNED - FINAL ORDER - ADECA	
06/15/2007	12:00:00	---	SCANNED - MOTION - ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS	
06/15/2007	9:19:22	TEXT	AFF OF EDDIE DAVIS, GENERAL COUNSEL OF ADECA, IN	REW
06/15/2007	9:19:23	TEXT	...SUPPORT OF PLTFS MO FOR SUMM JUDGM	REW
06/15/2007	4:44:25	STAT	CASE ASSIGNED STATUS OF: DISPOSED (AV01)	MIA
06/15/2007	4:44:26	CACJ	COURT ACTION JUDGE: HON. JOHNNY HARDWICK (AV01)	MIA
06/15/2007	4:44:27	DISP	DISPOSED ON: 06/15/2007 BY (SUMMARY JUDGMT) (AV01)	MIA
06/15/2007	4:44:28	PDIS	D001 DISPOSED BY (SUMMARY JUDGMT) ON 06/15/2007	MIA
06/15/2007	4:44:29	PDIS	D001 DISPOSED BY (SUMMARY JUDGMT) ON 06/15/2007	MIA
06/15/2007	4:44:30	PDIS	D002 DISPOSED BY (SUMMARY JUDGMT) ON 06/15/2007	MIA
06/15/2007	4:44:44	JAMT	JUDGMENT OF: \$2219007.95 VS: D001 ON 06/15/2007	MIA
06/15/2007	4:44:55	JAMT	JUDGMENT OF: \$2219007.95 VS: D002 ON 06/15/2007	MIA
07/10/2007	12:00:00	---	SCANNED - DISCOVERY ISSUES - AL DEPT OF ECONOMIC AND COMMUNITY AFFAIRS	
07/10/2007	4:49:57	TEXT	PLTFS NOT OF SVC OF NOT TO TAKE DEPO OF DONALD	MIA
07/10/2007	4:49:58	TEXT	...R. DEPRIEST	MIA
07/20/2007	12:00:00	---	SCANNED - CERTIFICATE OF JUDGEMENT - ADECA	
07/20/2007	12:00:00	---	SCANNED - CERTIFICATE OF JUDGEMENT - ADECA	
07/20/2007	8:30:15	JNOT	JUDGEMENT NOTICE PREPARED ON D001	MIA
07/20/2007	8:30:29	JCER	JUDGEMENT CERTIFICATE PREPARED	MIA
07/20/2007	8:33:28	JCER	JUDGEMENT CERTIFICATE PREPARED	MIA
10/22/2007	2:23:53	EDISC	NOTICE OF DISCOVERY E-FILED.	PAR016
10/22/2007	2:51:00	EDISC	DISCOVERY - TRANSMITTAL	PAR016
11/08/2007	12:00:00	---	SCANNED - CERTIFICATE OF JUDGEMENT - ADECA	
11/08/2007	4:38:49	JCER	JUDGEMENT CERTIFICATE PREPARED	KAR
11/14/2007	12:00:00	---	SCANNED - CERTIFICATE - ADECA	
07/22/2008	12:00:00	---	SCANNED - NOTICE OF DISCOVERY - ADECA	
07/22/2008	4:30:38	TEXT	PLTFS NOT OF SVC OF NOT TO TAKE DEPO OF DONALD	MIA
07/22/2008	4:30:39	TEXT	...DEPRIEST	MIA
08/15/2008	12:00:00	---	SCANNED - MOTION - THE AL DEPT OF ECONOMIC & COMMUNITY	
08/15/2008	12:00:00	---	SCANNED - GARNISHMENT - THE AL DEPT OF ECONOMIC & COMMUNITY	
08/15/2008	12:00:00	---	SCANNED - MOTION - THE AL DEPT OF ECONOMIC & COMMUNITY	
08/15/2008	8:57:39	TEXT	MO TO CONDEMN FUNDS (RENASANT BANK)	MAW
08/15/2008	9:05:36	TEXT	MO TO CONDEMN FUNDS (REGIONS BANK)	MAW
08/18/2008	8:49:38	PART	RENASANT BANK ADDED AS G001 (AV21)	MAW
08/18/2008	8:49:39	SUMM	SHERIFF ISSUED: 08/18/2008 TO G001 (AV21)	MAW
08/18/2008	8:49:40	IDUE	CERTIFIED MAIL G/H ISSUED ON 08/18/2008 FOR D002	MAW
08/18/2008	9:03:32	PART	REGIONS BANK ADDED AS G002 (AV21)	MAW
08/18/2008	9:03:33	IDUE	CERTIFIED MAIL G/H ISSUED ON 08/18/2008 FOR D002	MAW
08/18/2008	9:03:34	SUMM	CERTIFIED MAIL ISSUED: 08/18/2008 TO G002 (AV21)	MAW

08/18/2008	12:21:26	---	SCANNED - GARNISHMENT - THE AL DEPT OF ECONOMIC & COMMUNITY	
08/25/2008	12:00:00	---	SCANNED - GARNISHMENT - THE AL DEPT OF ECONOMIC & COMMUNITY	
08/25/2008	12:00:00	---	SCANNED - GARNISHMENT - THE ALABAMA DEPT OF ECONOMIC & COMMUNITY	
08/25/2008	2:07:13	SERC	SERVICE OF CERTIFIED MAIL ON 08/25/2008 FOR G002	MAW
08/27/2008	12:00:00	---	SCANNED - ORDER - ECONOMIC AND COMMUNITY DEPT	
08/27/2008	12:00:00	---	SCANNED - ORDER - ECONOMIC AND COMMUNITY DEPT	
08/27/2008	10:48:57	TEXT	ORDER TO CONDEMN FUNDS (REGIONS BANK)	JAM
08/27/2008	10:50:24	TEXT	ORDER TO CONDEMN FUNDS (RENASANT BANK)	JAM
09/03/2008	12:38:47	RETU	RETURN OF PARTY MOVED ON 08/25/2008 FOR G001(AV21)	MAW
09/04/2008	11:15:32	JEMOT	D001-D002-OTHER /DISPOSED BY SEPARATE ORDER	J-H
09/15/2008	12:02:06	RETU	G/H RETURN: UNCLAIM CERT ON 09/15/2008 FOR D002	MAW
09/15/2008	12:02:36	RETU	G/H RETURN: UNCLAIM CERT ON 09/15/2008 FOR D002	MAW
09/15/2008	4:30:48	---	SCANNED - GARNISHMENT - THE AL DEPT OF ECONOMIC AND COMMUNITY	
09/15/2008	4:31:24	---	SCANNED - GARNISHMENT - THE AL DEPT OF ECONOMIC AND COMMUNITY	
10/24/2008	12:00:00	---	SCANNED - GARNISHEE'S ANSWER - THE AL DEPT OF ECONOMIC AND COMMUNITY	
10/27/2008	12:06:16	ANSW	ANSWER OF MONEY/NOT WAGE ON 10/24/2008 FOR G002	MAW

 END OF THE REPORT

alacourt.com

**Just One Look™**

Alabama's ON-DEMAND Public Access to Trial Court Records

PLEASE MAKE SURE YOU LOG OFF

LOG OFF**SEARCHES****MY ACCOUNT****PURCHASE****HISTORY****Terms & Conditions****Privacy****Contact Us****ON-DEMAND Access To Alabama State Trial Court Records... One Case At a Time**Search Criteria: **Depriest Donald****10 Matches Found (3000 Max)****To FURTHER FILTER THE SEARCH RESULT; FILL IN ONE OR MORE FIELDS BELLOW AND PRESS FILTER.**

County Div Case Number Name DOB Sex Race Last 3 digits of SSN

Filter**Clear****CRIMINAL/TRAFFIC (6 RECORDS RETURNED)**

County	DIV	Case Number	NAME	DOB	SEX	RACE	SSN	
08	TR	200200299200	DEPRIEST DONALD ROBERT	8/XX/1984	M	W	XXX-XX-X470	VIEW
11	TR	200400672500	DEPRIEST DONALD RAY	5/XX/1937	M	W	XXX-XX-X438	VIEW
33	TR	200700307200	DEPRIEST DONALD RAY	5/XX/1937	M	W	XXX-XX-X072	VIEW
63	TR	199901322700	DEPRIEST DONALD R	5/XX/1937	M	W	XXX-XX-X227	VIEW
63	TR	200700866000	DEPRIEST DONALD RAY	5/XX/1937	M	W	XXX-XX-X660	VIEW
63	TR	200601396500	DEPRIEST DONALD RAY	5/XX/1937	M	W	XXX-XX-X965	VIEW

CIVIL (4 RECORDS RETURNED)

County	DIV	Case Number	NAME	Party Info	DOB	SEX	RACE	SSN	
03	CV	200600002400	DEPRIEST DONALD R	P/ADECA					VIEW
40	CV	200790001200	DEPRIEST DONALD R.	C BANK OF VERN				XXX-XX-X999	VIEW
58	CV	200890039100	DEPRIEST DONALD R.	C RED MOUNTAIN				XXX-XX-X999	VIEW
61	CV	200200072400	DEPRIEST DONALD R	P CIT GROUP					VIEW

DOMESTIC RELATIONS/CHILD SUPPORT (0 RECORDS RETURNED)**No Records are on File**

CV-2006-24

State of Alabama
Unified Judicial System

Form ARCivP-93 Rev. 5/99

COVER SHEET
CIRCUIT COURT - CIVIL CASE
(Not For Domestic Relations Cases)

Case No.

CV 2006

Date of Filing:

Month Day Year

Judge Code:

GENERAL INFORMATIONIN THE CIRCUIT COURT OF Montgomery, ALABAMA

(Name of County)

Alabama Department of v. American Publishers Corp

Plaintiff

Defendant

First Plaintiff

☐ Business☐ Individual☒ Government☐ Other

First Defendant

☒ Business☐ Individual☐ Government☐ Other**NATURE OF SUIT:** Select primary cause of action, by checking box (check only one) that best characterizes your action:**TORTS: PERSONAL INJURY**

- ☐ WDEA - Wrongful Death
☐ TONG - Negligence: General
☐ TOMV - Negligence: Motor Vehicle
☐ TOWA - Wantonness
☐ TOPL - Product Liability/AEMLD
☐ TOMM - Malpractice-Medical
☐ TOLM - Malpractice-Legal
☐ TOOM - Malpractice-Other
☐ TBFM - Fraud/Bad Faith/Misrepresentation
☐ TOXX - Other: _____

TORTS: PROPERTY INJURY

- ☐ TOPE - Personal Property
☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ APAA - Administrative Agency Appeal
☐ ADPA - Administrative Procedure Act
☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
☐ CVRT - Civil Rights
☐ COND - Condemnation/Eminent Domain/Right-of-Way
☐ CTMP - Contempt of Court
☒ CONT - Contract/Ejectment/Writ of Seizure
☐ TOCN - Conversion
☐ EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division
☐ CVUD - Eviction Appeal/Unlawful Detainer
☐ FORJ - Foreign Judgment
☐ FORF - Fruits of Crime Forfeiture
☐ MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
☐ PFAB - Protection From Abuse
☐ FELA - Railroad/Seaman (FELA)
☐ RPRO - Real Property
☐ WTEG - Will/Trust/Estate/Guardianship/Conservatorship
☐ COMP - Workers' Compensation
☐ CVXX - Miscellaneous Circuit Civil Case

ORIGIN (check one):F ☒ INITIAL FILINGA ☐ APPEAL FROM
DISTRICT COURTO ☐ OTHER:R ☐ REMANDEDT ☐ TRANSFERRED FROM
OTHER CIRCUIT COURT**HAS JURY TRIAL BEEN DEMANDED?**☐ YES ☒ NO

Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P., for procedure)

RELIEF REQUESTED:☐ MONETARY AWARD REQUESTED☐ NO MONETARY AWARD REQUESTED

ATTORNEY CODE:

AA 0016

Date

January 3, 2005

Signature of Attorney/Party filing this form

MEDIATION REQUESTED:☐ YES ☐ NO ☐ UNDECIDED

CV-2006-24

PLAINTIFF:
THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS (ADECA),
AN AGENCY OF THE
STATE OF ALABAMA,

DI

DEFENDANT(S):
AMERICAN NONWOVENS CORP-
ORATION, A CORP., ORGANIZED
UNDER THE LAWS OF MI
221 FABRITEK DRIVE
COLUMBUS, MI 39702

DONALD R DEPRIEST, IND.,
510 SEVENTH ST., NO
COLUMBUS, MI 39702

NOTICE TO ABOVE DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY, CHARLES N. PARNELL, III., WHOSE ADDRESS IS P. O. BOX 2189, MONTGOMERY, ALABAMA 36102-2189.

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 14 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT IN DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THING DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR CONSTABLE/PROCESS SERVER by the Alabama Rules of Civil Procedure:

☐ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.
☒ Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of Civil Procedure.

DATE 01/10/06

CLERK/REGISTER

BY: KK

☒ CERTIFIED MAIL IS
HEREBY REQUESTED.
RETURN OF SERVICE:

PLAINTIFF'S ATTORNEY'S SIGNATURE

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Return receipt of certified mail received in this office on _____
lly delivered a copy of the Summons
_____. County, Alabama
_____. (Date)

SERVER'S SIGNATURE

TYPE OF PROCESS SERVER

Sent To
American Monobinders
Street, Apt. No.
or PO Box No.
City, State, ZIP+4
Columbus, MI 39702
PS Form 3800, June 2002 See Reverse for Instructions

CV-2006-24

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

PLAINTIFF:

THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS (ADECA),
AN AGENCY OF THE
STATE OF ALABAMA,

DEFENDANT(S):

AMERICAN NONWOVENS CORP-
ORATION, A CORP., ORGANIZED
UNDER THE LAWS OF MI
221 FABRITEK DRIVE
COLUMBUS, MI 39702

D2 DONALD R DEPRIEST, IND.,
510 SEVENTH ST., NO
COLUMBUS, MI 39702

NOTICE TO ABOVE DEFENDANT(S)

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY, CHARLES N. PARNELL, III., WHOSE ADDRESS IS P. O. BOX 2189, MONTGOMERY, ALABAMA 36102-2189.

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 14 30 ✓ DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT IN DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR CONSTABLE/PROCESS SERVER by the Alabama Rules of Civil Procedure:

✓ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.
✓ Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of Civil Procedure.

DATE 01/10/06

Melissa Pittenger BY: KC
CLERK/REGISTER

✓ CERTIFIED MAIL IS
HEREBY REQUESTED.

Charles N. Parnell
PLAINTIFF'S ATTORNEY'S SIGNATURE

RETURN OF SERVICE:

Return receipt of certified mail received in this office on

ly delivered a copy of the Summons

County, Alabama
(Date)

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

SERVER'S SIGNATURE

TYPE OF PROCESS SERVER

Sent To
Donald R. Depriest
Street, Apt. No.
or P.O. Box No.
510 Seventh St., NO
City, State, ZIP+4
Columbus MI 39702
PS Form 3800, June 2002 See Reverse for Instructions

**State of Alabama
Unified Judicial System**

 Form: SM-1J Rev. 6/91
 Modified by P.C.A. 11/94

**STATEMENT OF CLAIM
(Complaint)
General**

CV-2006-24

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

 Plaintiff THE ALABAMA DEPARTMENT OF ECONOMIC
 Address COMMUNITY AFFAIRS (ADECA), Against

 AN AGENCY OF THE
 STATE OF ALABAMA,

 Attorney
 Address

 PARNELL & CRUM, P.A.
 Attorney's at Law
 641 So. Lawrence St.
 P.O. Box 2189
 Montgomery, AL 36102-2189

 Defendant AMERICAN NONWOVENS CORP-
 Address ORATION, A CORP., ORGANIZED
 . UNDER THE LAWS OF MI
 . 221 FABRITEK DRIVE
 . COLUMBUS, MI 39702

 Additional
 Defendant RONALD R DEPRIEST, IND.,
 Address
 . 510 SEVENTH ST., NO
 . COLUMBUS, MI 39702
NOTICE TO EACH DEFENDANT - READ CAREFULLY
 YOU ARE BEING SUED IN THE ABOVE COURT BY THE PLAINTIFF(S) SHOWN ABOVE. THE JUDGE HAS NOT YET
 MADE ANY DECISION IN THE CASE, AND YOU HAVE THE RIGHT TO A TRIAL TO TELL YOUR SIDE.

 HOWEVER, IF YOU, OR YOUR LAWYER, FAIL TO FILL OUT THE ENCLOSED ANSWER FORM AND DELIVER OR
 MAIL IT TO THE CLERK AT THE ADDRESS SHOWN BELOW, SO THAT IT WILL GET TO THE CLERK'S OFFICE
 WITHIN FOURTEEN (14) DAYS FOR DISTRICT AND SMALL CLAIMS CASES OR THIRTY (30) DAYS FOR CIRCUIT
 COURT CASES AFTER YOU RECEIVE THESE PAPERS, A JUDGMENT CAN BE TAKEN AGAINST YOU. ONCE A
 JUDGMENT HAS BEEN ENTERED AGAINST YOU, YOUR PAYCHECK CAN BE GARNISHED AND/OR YOUR HOME
 OR PROPERTY SOLD TO SATISFY THAT JUDGMENT.
COMPLAINT

1. I claim the Defendant owes the Plaintiff the sum of \$
- SEE COMPLAINT
- because:

(See Attached)

311.00

2. Plaintiff also claims from the Defendant court costs in the sum of \$ _____ (see note below),
-
- plus \$
- SEE COMPLAINT
- for interest and \$
- SEE COMPLAINT
- for lawyers fees (only if Plaintiff is represented by
-
- a licensed, practicing attorney and if the contract or note you signed so provides.)

 NOTE: The total amount of court costs may be more than this amount when the case is finally settled.
 The clerk will inform you of any additional costs at the close of the case.

Clerk

Plaintiff or Attorney (Signature)

 CLERK
 ADDRESS:

PHONE NO. _____

SEE INSTRUCTIONS ON BACK

 FILED
 CIRCUIT COURT
 MONTGOMERY COUNTY
 2006 JAN -4 PM 3:12

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS (ADECA), an
agency of the State of Alabama,
Plaintiff,

V.

CASE No. CV 2006 - 24

AMERICAN NONWOVENS CORPORATION, a
corporation, organized under the Laws of Mississippi,
and DONALD R. DEPRIEST, an individual
Defendant(s).

FILED
CIRCUIT COURT OF
MONTGOMERY COUNTY
2006 JAN - 4 PM 3:12

COUNT I

**Breach of Contract
An Attorney Fee Provision**

1. Plaintiff claims the defendant(s) AMERICAN NONWOVENS CORPORATION and DONALD R. DEPRIEST executed a written contract, note or agreement with the plaintiff which is dated 10/28/04, a copy of which is attached to this Complaint as an exhibit.

2. Plaintiff claims the defendant breached the terms of the written contract, and has failed to pay to plaintiff all amounts due pursuant to the terms of the said written contract.

3. Plaintiff claims defendant owes plaintiff interest on the unpaid debt from the date of default pursuant to the terms of the written contract. Up until the time of the filing of this Complaint, plaintiff would allege the defendant owes interest in the amount of \$ 215,191.13. Plaintiff claims additional interest to the date of judgment entered in this case.

4. Plaintiff would allege the contract in question contains a provision allowing the addition of a reasonable attorney fee in the event plaintiff retains the services of a lawyer. Plaintiff has retained PARNELL & CRUM, P.A., of Montgomery, Alabama, and therefore would contend a reasonable attorney fee in this case would be \$ 647,108.17. Plaintiff requests the Court award a fee in that amount.

5. Plaintiff claims defendant (s) owes the following amount including the amount requested as attorney fees:

(a) Principal balance	\$ 1,726,327.53
(b) Interest and late charges to the time of filing complaint	\$ 215,191.13
(c) Attorney fees	\$ 647,108.17
(d) THE TOTAL CLAIMED AMOUNT INCLUDES A CREDIT OF \$00
(e) TOTAL CLAIMED	\$ 2,588,626.83

6. Plaintiff is not aware of any defense, claim or offset that defendant has to the payment

of said amounts, and would allege that it is entitled to a judgment against defendant in said amount.

7. If plaintiff is awarded a judgment, plaintiff would allege that, pursuant to S8-8s10 Code of Alabama, 1975, it is entitled to accrue interest on the judgment at the rate of 8.75%, and is entitled to be reimbursed for the costs of this action.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiff demands judgment against AMERICAN NONWOVENS CORPORATION, and DONALD R. DEPRIEST, in the sum of \$ 2,588,626.83, as itemized above, plus interest and court costs.

PARNELL & CRUM, P.A.



CHARLES N. PARNELL, III
ATTORNEY FOR PLAINTIFF
ATTORNEY CODE: PAR016

OF COUNSEL;
PARNELL & CRUM, P.A.
P.O. BOX 2189
641 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36102-2189
334/832-4200

PLEASE NOTE THAT THIS LAWSUIT IS SENT FOR THE PURPOSE OF ATTEMPTING TO COLLECT THE DEBT AND THAT ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF COLLECTING THIS DEBT FROM YOU.

A F F I D A V I T

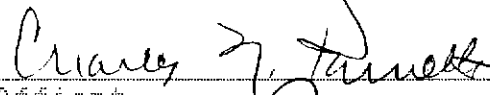
Before me, the undersigned authority for said County and State personally appeared as attorney for plaintiff.

1. That he, an attorney for Parnell & Crum, P.A. is making this affidavit as attorney for THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS (ADECA),

2. That to his best information and belief there has been no violation of the Alabama Consumer Credit Act, (Mini-Code), Section 5-19-1, et seq. of Alabama Code (1975).

3. That defendant(s) is (are) resident(s) of MONTGOMERY County, Alabama.

4. That the above information is true and correct.


Affiant

SWORN TO AND SUBSCRIBED BEFORE ME THIS 03 DAY OF January, 2006.


Notary Public

City of Vernon (American Nonwoven Corp.) - In default on loan

Section 108 & Revolving Loan Defaults (No permanent financing on Section 108 loan.)

Note Number : B-97-DC-01-0001

Note Period: 5/1/1998 - 8/1/2010

12/21/05 - Legal will be turning over to an outside attorney for collection.

ANC to resume making 108 payments to Chase Bank beginning with the payment due 10/21/04.

ANC missed the following 108 payments:

1. 10/21/04 Chase Bank payment - not made by ANC. Repaid ADECA on 2/11/05. (Vernon made 12/21/05 and 5/21/05 payments.)
2. 7/21/05 Chase Bank payment - not made by ANC. Coming out of CDBG LOCCS. Partial repayment rec'd 8/8/05. Final repayment to have been made 8/22/05. Not paid as of 10/6/05. To be repaid by 12/15/05. Not paid as of 12/21/05.
3. 10/21/05 Chase Bank payment - not made by ANC. Came out of LOCCS. To be repaid by 12/15/05. Not paid as of 12/21/05.
4. 12/21/05 Per Eddie Davis, we are turning this loan over to an outside attorney for collection on 12/21/05.

SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN			
Date	Explanation	Check #	Principle	Interest	Admin Fee	Total		Date	Explanation	Check #	Principle	Interest	Admin Fee	Total	
12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85		12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85	
1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85		1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85	
2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85		2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85	
3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85		3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85	
4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85		4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85	
5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)		5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)	
6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85		6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85	
7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85		7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85	
8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67		8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67	
9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67		9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67	
10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85		10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85	
11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)		11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)	
12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85		12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85	
8/1/05	10/6/05 Vernon repayment	27072						8/1/05	10/6/05 Vernon repayment	27072					
Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29		Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29	

Repayments:

SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN			
Date	Explanation	Check #	Principle	Interest	Admin Fee	Total		Date	Explanation	Check #	Principle	Interest	Admin Fee	Total	
12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85		12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85	
1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85		1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85	
2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85		2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85	
3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85		3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85	
4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85		4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85	
5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)		5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)	
6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85		6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85	
7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85		7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85	
8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67		8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67	
9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67		9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67	
10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85		10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85	
11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)		11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)	
12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85		12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85	
8/1/05	10/6/05 Vernon repayment	27072						8/1/05	10/6/05 Vernon repayment	27072					
Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29		Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29	

Repayments by ANC to ADECA

SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN			
Date	Explanation	Check #	Principle	Interest	Admin Fee	Total		Date	Explanation	Check #	Principle	Interest	Admin Fee	Total	
12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85		12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85	
1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85		1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85	
2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85		2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85	
3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85		3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85	
4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85		4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85	
5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)		5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)	
6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85		6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85	
7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85		7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85	
8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67		8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67	
9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67		9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67	
10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85		10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85	
11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)		11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)	
12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85		12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85	
8/1/05	10/6/05 Vernon repayment	27072						8/1/05	10/6/05 Vernon repayment	27072					
Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29		Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29	

Balance Owed to ADECA after payments

SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN				SECTION 108 LOAN			
Date	Explanation	Check #	Principle	Interest	Admin Fee	Total		Date	Explanation	Check #	Principle	Interest	Admin Fee	Total	
12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85		12/1/04	Vernon repayment	25212	8,188.60	5,428.25		13,616.85	
1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85		1/1/05	Vernon repayment	25721	8,248.31	5,368.54		13,616.85	
2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85		2/1/05	Vernon repayment	25905	8,308.46	5,308.39		13,616.85	
3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85		3/1/05	Vernon repayment	26089	8,368.04	5,247.81		13,616.85	
4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85		4/1/05	Vernon repayment	26167	8,430.06	5,186.79		13,616.85	
5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)		5/1/05	Vernon (NSF check - 4/1/05 repayment)	26167	(8,430.06)	(5,186.79)		(13,616.85)	
6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85		6/1/05	Vernon repayment	26483	8,430.06	5,186.79		13,616.85	
7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85		7/1/05	Vernon (NSF check - 5/1/05 repayment)	26531	8,491.53	5,125.32		13,616.85	
8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67		8/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,491.35	5,125.32		13,616.67	
9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67		9/1/05	Vernon repayment (payment short by \$0.18)	8850-005904189	8,553.27	5,063.40		13,616.67	
10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85		10/1/05	Vernon repayment	26734	8,615.82	5,001.03		13,616.85	
11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)		11/1/05	Vernon (NSF check - 7/1/05 repayment)	81/2005	8,615.82	(5,001.03)		(3,614.80)	
12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85		12/1/05	Vernon repayment	wire transfer	8,678.64	4,938.21		13,616.85	
8/1/05	10/6/05 Vernon repayment	27072						8/1/05	10/6/05 Vernon repayment	27072					
Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29		Repayments by ANC to ADECA				75,883.55	46,867.74	122,551.29	

ANC Defaulted Payments Taken from LOCCS:

BOB RILEY
GOVERNOR



Bill JOHNSON
DIRECTOR

STATE OF ALABAMA

December 5, 2005

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Donald DePriest
510 Seventh Street North
Columbus, Mississippi 39704-2847

RE: Default in payment on loans to American Nonwovens (ANC)

Dear Mr. DePriest:

Pursuant to the terms of your Personal Guarantee, I am hereby making demand for immediate payment in the amount of \$161,384.43. ANC is now four months delinquent in payments to the Alabama Department of Economic and Community Affairs (ADECA) under the **Termout Agreement**. ANC has also not made the last two quarterly payments to Chase Bank, which creates a problem between ADECA and **the U.S. Department of Housing and Urban Development (HUD)**.

ADECA's next step will be to declare the loans in default and demand payment of the outstanding balance of both loans. To avoid this action, ANC must make all future payments when due; and the above-cited balance of \$161,384.43 must be paid by December 15, 2005. Because of **three previous bad checks** tendered by ANC, all payments must be made by wire transfer.

Sincerely,

Edward E. Davis
General Counsel

EED/sm

cc: Mr. John Hurt
Mr. Bill Johnson
Mr. Shabbir Olia
bc: Ms. Kathy Avinger

OFFICE OF THE GOVERNOR

BOB RILEY
GOVERNOR



ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

Bill JOHNSON
ACTING DIRECTOR

STATE OF ALABAMA


June 16, 2005

Mr. John Hurt
Chief Financial Officer
American Nonwovens Corporation
221 Fabritek Drive
Columbus, Mississippi 39702

Dear Mr. Hurt:

The Alabama Department of Economic and Community Affairs was notified on May 23, 2005, that your check Number 26167, dated April 20, 2005, in the amount of \$17,855.18 was returned for insufficient funds. The state procedure does not provide for resubmitting a dishonored check. Therefore, in order to bring this account current and prevent further action, you need to submit two payments by July 1, 2005.

Sincerely,


Edward E. Davis
General Counsel

EED/sm

cc: Mr. Bill Johnson
Ms. Kathy Avinger

BOB RILEY
GOVERNOR



STATE OF ALABAMA

JOHN D. HARRISON
DIRECTOR

March 7, 2005

Mr. John Hurt
Chief Financial Officer
American Nonwovens Corporation
221 Fabritek Drive
Columbus, Mississippi 39702

RE: Late Payments

Dear Mr. Hurt:

The purpose of ADECA's agreement to extensions of time and finally to the Termout Agreement was to allow ANC the opportunity to secure additional financing so that the company could continue in operation be of some economic benefit to the western area of the state. Included in these agreements was the promise by ANC to make timely loan payments. There has not been a single timely payment since the Termout Agreement went into effect. In fact you are, as of today, three payments in arrears.

The state has been more than generous in its dealings with ANC and has complied with every request of ANC possible. The time has come for ANC to live up to its commitment.

The loans covered by the Agreement are secured, in part, by the Personal Guarantee of Mr. Donald DePriest. This letter will serve as notice that in the event payments are not timely and current, the loan will be in default and demand will be made of Mr. DePriest to honor his personal Guarantee and pay the entire amount of the loan.

I hope this can be avoided by current and timely payments of the amount due:

Sincerely,

Edward E. Davis
General Counsel

EED/jl

TERMOUT AGREEMENT

THIS TERMOUT AGREEMENT ("Agreement") is made effective as of the 28th day of October, 2004 although signed on a different date, by and between AMERICAN NONWOVENS CORPORATION, a corporation organized under the laws of Mississippi, with an address of 221 Fabritek Drive, Columbus, Mississippi 39702 ("ANC"), ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS, an agency formed under the laws of the State of Alabama with an address at 401 Adams Avenue, Suite 580, Post Office Box 5690, Montgomery, Alabama 36103-5690 ("ADECA") and DONALD R. DePRIEST, an individual ("Guarantor").

RECITALS:

WHEREAS, ANC and the City of Vernon, Alabama (the "City") entered into that certain Loan and Security Agreement dated the 1st day of April, 1998 (the "Vernon Loan Agreement") whereby the City loaned the proceeds from the sale of certain debentures guaranteed by the United States Department of Housing and Urban Development ("HUD") in the amount of \$1,785,000.00 (the "Guaranteed Loan Funds"); and

WHEREAS, the Guaranteed Loan Funds were used to finance a portion of the costs and working capital on an economic development project of acquiring, constructing, retrofitting and installing certain industrial facilities of ANC in the City to allow ANC to produce spunbond nonwoven roll goods; and

WHEREAS, the Vernon Loan Agreement was secured by the real property and personal property of ANC located in Vernon, Alabama (the "Vernon Plant") and

WHEREAS, ANC and the Southern Development Council, Inc. ("SDC") entered into that certain Loan Commitment Agreement dated as of the 23rd day of January, 1989 (the "SDC Loan Agreement"); and

WHEREAS, the SDC Loan Agreement was secured by the real property and personal property of ANC located at the Vernon Plant; and

WHEREAS, the SDC Loan Agreement and the associated debt were assigned to ADECA in February and April, 1996; and

WHEREAS, Guarantor has heretofore entered into one or more guaranty agreements with ADECA, guaranteeing the amounts due under the Vernon Loan Agreement and the SDC Loan Agreement (the "Guaranties"); and

WHEREAS, certain payments of principal and interest due by ANC on the Vernon Loan Agreement were not paid by ANC and were instead advanced and paid by ADECA pursuant to the terms of the SDC Loan Agreement; and

WHEREAS, the amounts advanced and paid by ADECA on the Vernon Loan Agreement on behalf of ANC are therefore amounts now due and payable to ADECA by ANC; and

WHEREAS, the amounts advanced and paid by ADECA on the Vernon Loan Agreement on behalf of ANC are also guaranteed by the Guaranty and ADECA has heretofore demanded payment from DePriest; and

WHEREAS, ANC owes ADECA principal on the SDC Loan Agreement in the amount of \$171,442.14, interest through October 4, 2004 in the amount of \$58,684.32, and accrued interest from October 1, 2004 through October 28, 2004 in the amount of \$1,586.74 for a total amount due on the SDC Loan Agreement of \$231,713.20 through October 28, 2004; and

WHEREAS, ADECA has advanced principal due by ANC on the Vernon Loan Agreement in the amount of \$595,000.00 and interest through July 22, 2004 in the amount of \$116,045.31; and

WHEREAS, ADECA has incurred deferral interest due on original principal deferral in the amount of \$32,000.00 and administrative fees in the amount of \$1,400.00; and

WHEREAS, the total amount advanced and paid by ADECA on the Vernon Loan Agreement is \$744,445.31; and

WHEREAS, the total amount due from ANC to ADECA on the SDC Loan Agreement plus the total amount due from ANC to ADECA for amounts advanced by ADECA on the Vernon Loan Agreement equals a total amount due as of the 28th day of October, 2004 of \$976,158.51 (the "Total Amount Due"); and

WHEREAS, a substantial portion of the Amount Due is past due and ADECA is concerned about ANC's ability to pay the Amount Due as agreed; and

WHEREAS, ANC has requested that ADECA forbear from instituting legal action to collect the Amount Due; and

WHEREAS, pursuant to that certain conditional commitment letter dated September 10, 2004 from the United States Department of Agriculture Rural Business Cooperative Service, ANC seeks to borrow up to \$10 million from the Bank of Vernon to refinance indebtedness and for other working capital needs (the "USDA Loan"); and

WHEREAS, to induce ADECA to forbear from pursuing its legal rights with respect to the Amount Due, ANC agrees to pay to ADECA the principal amount of Nine Hundred Seventy Six Thousand One Hundred Fifty Eight and 51/100 Dollars (\$976,158.51) in seventy (70) equal monthly payments of Seventeen Thousand Eight Hundred Fifty Five and 18/100 Dollars (\$17,855.18) at 8.75% per annum, such amount to be personally guaranteed by Donald DePriest; and

WHEREAS, ADECA is willing to forbear based on the consideration cited in the previous paragraph and based on ANC's agreement to the terms and conditions of this agreement; and

WHEREAS, ADECA is willing to subordinate its security interest to the USDA Loan;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration from each party to the other, the receipt and sufficiency of which is hereby expressly acknowledged by the parties, ANC, ADECA and Guarantor hereby agree as follows:

1. Forbearance. In exchange for this Agreement, ADECA agrees to forbear from pursuing legal action to collect the Amount Due from ANC from the date of this agreement through the 28th day of August, 2010, which period may be extended in writing at ADECA's discretion. Non-payment of the agreed upon amount at the agreed upon time shall constitute an event of default and shall render the agreement of forbearance contained in this paragraph void.

2. Promissory Note. ANC hereby promises to pay to ADECA in the principal sum of Nine Hundred Seventy Six Thousand One Hundred Fifty Eight and 51/100 Dollars and no/100 Dollars (\$976,158.51) plus interest at the rate of 8.75% per annum, payable in seventy (70) equal monthly installments of Seventeen Thousand Eight Hundred Fifty Five and 18/100 Dollars (\$17,855.18) beginning thirty (30) days following the closing of the USDA Loan.

3. Resumption of payments to J.P. Morgan Chase Bank. ANC hereby promises to resume payments directly to J.P. Morgan Chase Bank (or other institution so designated by HUD to receive payment) on the Vernon 108 Loan Agreement as of October 21, 2004 and to continue such payments until the remaining balance is satisfied.

4. Guaranty by Donald DePriest. Donald DePriest hereby expressly guarantees the payment of the amounts due by ANC to ADECA as hereinabove stated.

5. Subordination to the Bank of Vernon. ADECA hereby acknowledges and agrees that its lien position is subordinate to that of Compass Bank, its successors and assigns, the City of Vernon, and Bombardier Capital, Inc., its successors and assigns, and hereby agrees to execute a subordination agreement to subordinate its lien position in any collateral owned by ANC to the Bank of Vernon in a form satisfactory to the Bank of Vernon and its counsel.

6. Governing Law and Jurisdiction. This Agreement shall be deemed delivered and made in, and shall be construed in accordance with laws of the State of Alabama. In the event that ADECA employs an attorney to collect any amounts owed to it or to enforce any provision of this agreement or of any other agreement between the parties, ANC and/or Guarantor agree to pay ADECA's reasonable attorneys' fees.

7. Severability. Should any provision of this agreement be determined by a court of competent jurisdiction or pursuant to any properly conducted legal proceeding to be unenforceable, such provision, to the extent determined to be unenforceable, shall be severed

from the agreement without affecting the enforceability of the remaining provisions of the agreement, which shall remain effective and binding.

8. Counterparts, Exchange of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all originals together shall constitute but one Agreement. The parties may exchange such counterpart signatures by telecopier, with an original signature to be sent by overnight mail delivery to each other party such that each party will have all original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

ANC:
AMERICAN NONWOVENS CORPORATION

By: [Signature] (SEAL)
Title: PRESIDENT & CEO

ADECA:
ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

By: [Signature] (SEAL)
Title: DIRECTOR

DePRIEST:
[Signature] (SEAL)
Donald R. DePriest

STATE OF MISSISSIPPI §

COUNTY OF Louisa §

I, the undersigned, a Notary Public in and for the State of Mississippi at Large, hereby certify that S. Greenough whose name as President of American Nonwovens Corporation, a Mississippi corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 20 day of October, 2004.

Janet Goodman
Notary Public in and for the State of
Mississippi at Large

My Commission Expires:

June 23, 2006

STATE OF ALABAMA §

COUNTY OF Montgomery §

I, the undersigned, a Notary Public in and for said county and state, hereby certify that John D. Harrison whose name as Director of the Alabama Department of Economic and Community Affairs, a state agency, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said Alabama Department of Economic and Community Affairs.

Given under my hand and official seal this the 22^d day of October, 2004.

Pamela B. Hatis
Notary Public in and for the State of
Alabama at Large

My Commission Expires:

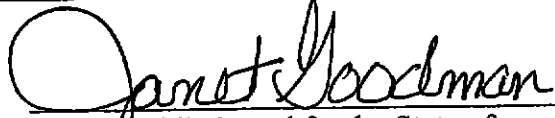
May 23, 2005

STATE OF MISSISSIPPI §

COUNTY OF Lowndes §

I, the undersigned, a Notary Public in and for the State of Mississippi at Large, hereby certify that Donald R. DePriest whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily effective the same bears date.

Given under my hand and official seal this the 20 day of October, 2004.


Notary Public in and for the State of

Mississippi at Large
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 23, 2006
BONDED THRU STEGALL NOTARY SERVICE

I:\SLEDGE\American Nonwovens\Creditor Info\ADEC\2004 Termout Agreement\Termout Agreement 10-20-04 Execution Copy.doc

AMERICAN NONWOVENS CORP-
DONALD R DEPRIEST, IND.,

ORATION, A CORP., ORGANIZED

IMPORTANT NOTICE

1/03/06

The Fair Debt Collection Practices Act, found at 15 USCS §§ 1692 et seq. requires you be given certain information concerning this debt and our attempt to collect the debt.




























- (1) The amount of debt \$ 2,588,626.83

This is comprised of (A) Principal \$ 1,726,327.53
(B) Interest \$ 215,191.13
(C) Attorney fees \$ 2,588,626.83
- (2) The name of the creditor THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS (ADECA),
- (3) UNLESS YOU NOTIFY US WITHIN THIRTY (30) DAYS AFTER RECEIPT
OF THIS NOTICE THAT THE VALIDITY OF THIS DEBT, OR ANY PORTION
OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID.
- (4) IF YOU NOTIFY US IN WRITING WITHIN THE THIRTY-DAY PERIOD
THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL
OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU.
- (5) ALSO, UPON YOUR WRITTEN REQUEST, WE WILL PROVIDE YOU WITH
THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT
FROM THE CURRENT CREDITOR.

THIS CONSTITUTES AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

PC file # 870480

52

Case No.: CV-2006-24

AMERICAN NONWOVENS CORP. a CORPORATION, organized under the Laws of Mississippi, and DONALD DEPRIEST

2006 FEB 13 PM 1:01

ANSWER

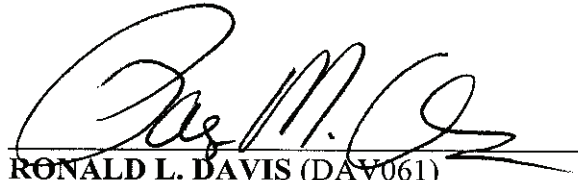
The Defendants plead lack of consideration.

FIFTH DEFENSE

The Plaintiff failed to mitigate its damages.

SIXTH DEFENSE

The Defendant pleads the defense of waiver.



RONALD L. DAVIS (DAV061)

PAIGE M. CARPENTER (CAR108)

Attorneys for the Defendant

OF COUNSEL:

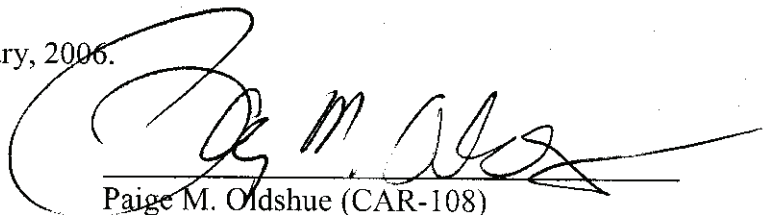
ROSEN, COOK, SLEDGE, DAVIS,
SHATTUCK & OLDSHUE, P.A.
2117 Jack Warner Parkway (35401)
Post Office Box 2727
Tuscaloosa, AL 35403
(205) 344-5000

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of the foregoing upon counsel for the Plaintiff by placing same in the United States Mail, postage prepaid and addressed properly as follows:

Charles N. Parnell, III
Parnell & Crum, P.S.
P. O. Box 2189
Montgomery, AL 36102-2187

This the 10 day of February, 2006.



Paige M. Oldshue (CAR-108)

U-4

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS,

Plaintiff,

vs.

CASE NO. CV 06-24

AMERICAN NONWOVENS CORP.,
et al,

Defendant.

FILED
CIRCUIT COURT OF
MONTGOMERY COUNTY
2007 JUN 15 AM 10:55

**ORDER GRANTING MOTION FOR SUMMARY JUDGMENT
AND ENTERING FINAL JUDGMENT**

This case came before the court on the Plaintiff's motion for summary judgment. After hearing oral argument, the Court has concluded that the Plaintiff is entitled to a judgment as a matter of law, and therefore, hereby determines that the Motion for Summary Judgment is due to be and is hereby GRANTED. At the third hearing conducted by the Court on Wednesday, May 16, 2007, counsel for all parties appeared and announced to the Court the matter had been settled. The settlement terms were read into the record and called for this Court to grant the Plaintiff's Motion for Summary Judgment against both Defendants. The parties agreed there would be an extended stay of execution on said judgment. Accordingly, this Court awards Plaintiff a judgment against Defendants, American Nonwovens Corporation, Inc., a corporation, and Donald R. DePriest, individually, in the total amount of \$2,219,007.95. The Court makes the following findings of facts and conclusions of law.

On October 28, 2004, Defendants American Nonwovens Corporation, a corporation, organized under the laws of the State of Mississippi, and Donald R. DePriest, an individual as guarantor, entered into a Termout Agreement with Plaintiff, Alabama Department of Economic and Community Affairs, an agency formed under the laws of the State of Alabama. This Termout Agreement involved the repayment of various loans or debentures guaranteed by the United States Department of Housing & Urban Development, which involved the repayment of certain economic incentive loans made to

Defendant, American Nonwovens Corporation, in its business in Vernon, Alabama. The Termout Agreement specifically obligated American Nonwovens Corporation to pay certain amounts of money directly to the Alabama Department of Economic & Community Affairs (ADECA) and further obligated American Nonwovens Corporation to resume making payments to J. P. Morgan Chase Bank. The repayment of all indebtedness owed by American Nonwovens Corporation was specifically and personally guaranteed by Co-Defendant Donald DePriest. Plaintiff attached a copy of the Termout Agreement to its Complaint and to its Motion for Summary Judgment. A default occurred in that Termout Agreement due to the failure of the Defendants or either of them to make contractual payments in accordance with the written obligations of the Termout Agreement. In support of its Motion for Summary Judgment, Plaintiff filed an affidavit of Mr. Eddie Davis, General Counsel of ADECA, to which was attached an itemization of all amounts due ADECA through February 17, 2007. The itemization included a per diem interest rate of \$471.36 for each day after February 17th. The Court finds that the Defendants owe as of February 17, 2007 a total of \$2,097,528.27 as itemized on the attached Exhibit "A" to the affidavit of Mr. Davis. The Court concludes that running the interest through May 16, 2007 adds an additional \$41,479.68. Finally, the Court is called upon to set a reasonable attorney fee to ADECA to compensate its attorneys for handling this matter. The Court has reviewed the Termout Agreement and has confirmed that it includes a provision requiring the Defendants to pay a reasonable attorney fee in the event of default and referral to an attorney. In its Complaint, ADECA asked for an attorney fee of \$647,108.17. While this Court is aware of the fact that typically a fee equal to 1/3 of the unpaid balance is considered reasonable in commercial transactions, based on the size of the debt involved, the Court finds that such a fee is not reasonable. The Court does recognize that a reasonable attorney fee is not only an amount to compensate the Plaintiff's attorney for work done to the time of judgment, but also for any work that is done post-judgment. Plaintiff has given the Defendants every opportunity to pay, settle or resolve this debt but no monies have been paid. The

note and contractual obligations are seriously in default and it is unknown how much time Plaintiff's attorneys will have to spend in efforts trying to collect the judgment this Court is awarding Plaintiff in this case. The Court finds that an attorney fee equal to \$80,000.00 is fair and reasonable and awards Plaintiff an attorney fee in that amount pursuant to the contractual provisions of the Termout Agreement and appropriate Alabama law. The Court finds that the Defendants have no excuse or defense to the payment of this debt or the entry of a judgment. No such defense has been presented or offered and no counter affidavits have been filed. The Defendants have admitted that both of them are in default of the terms of the Termout Agreement. Counsel for Defendants appeared before the Court and consented to the entry of summary judgment against both Defendants in open Court. The parties agreed there would be a stay of execution until 12:00 a.m. midnight on Sunday, July 8, 2007, on the enforcement of this judgment.

WHEREFORE, THE PREMISES CONSIDERED, this court finds that the Plaintiff's Motion for Summary Judgment is due to be and is hereby GRANTED. Plaintiff is awarded a judgment in the total amount of \$2,219,007.95 as itemized above against both American Nonwovens Corporation, a Mississippi corporation, and Donald R. DePriest, an individual. The costs of this action are taxed against the Defendants. By agreement of the parties, execution on this judgment is stayed until Monday, July 9, 2007.

DONE at Montgomery, Alabama this the ^{14th} ~~16th~~ day of ^{June} ~~May~~, 2007.


HON. JOHNNY HARDWICK
CIRCUIT COURT JUDGE

cc: Charles N. Parnell, III (Parnell & Crum)
Attorney for Plaintiff
cc: Robin G. Laurie (Batch & Bingham)
Attorney for Defendants
cc: Robin Johnson
Attorney for Defendants

State of Alabama Unified Judicial System Form C-21 (Front) Rev. 11/06	PROCESS OF GARNISHMENT 411-64-8438	Case Number CV06 24
IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA		
NAME AND ADDRESS OF PLAINTIFF (Person Asserting Claim) THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AN AGENCY OF THE STATE OF ALABAMA	NAME AND ADDRESS OF DEFENDANT (Person Whose Property is Subject to Garnishment) DONALD R DEPRIEST, IND., -411-64-8438 TAX ID#64-0821780 510 SEVENTH ST., NO COLUMBUS MI 39702	CLERK OF COURT MONTGOMERY COUNTY AUG 13 PM 3:40
NAME AND ADDRESS OF ATTORNEY FOR PLAINTIFF Parnell & Crum, P.A. P.O. Box 2189 Montgomery, AL 36102 (334) 832-4200	DATE OF JUDGMENT: June 15, 2007	
NAME AND ADDRESS OF GARNISHEE RENASANT BANK 301 N. 20TH ST BIRMINGHAM, AL 35203 G1 D2	JUDGEMENT AMOUNT: \$2,219,007.95 COSTS: \$361.00 LESS CREDIT: \$450,000.00 OTHER: \$89,724.05 TOTAL: \$1,859,093.00	
AFFIDAVIT A. I make oath that I have obtained the above judgment and believe the named garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the garnishee's control. I believe that a Process of Garnishment against the garnishee is necessary to obtain satisfaction of the judgment. B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld must be: <input type="checkbox"/> 25% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, <input type="checkbox"/> 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form. C. I hereby request disbursement of amounts periodically paid into Court pursuant to this garnishment. Sworn to and subscribed before me this August 2007 day of Charlottesville Jackson Notary Public/Clerk (Signature) J. Matthew Parnell Affiant/Attorney (Signature)		
WRIT OF GARNISHMENT TO ANY LAW ENFORCEMENT OFFICER OF THE STATE OF ALABAMA: You are hereby commanded to serve this Process of Garnishment on the Garnishee, (Name of garnishee) and a copy on the defendant, DONALD R DEPRIEST, IND., and make proper return to this Court. (Name of Defendant) NOTICE TO DEFENDANT: READ THE IMPORTANT INFORMATION ON THE BACK OF THIS FORM (Regarding your Rights). NOTICE TO GARNISHEE: YOUR ARE THE GARNISHEE IN THE ABOVE ACTION. You must complete and file the enclosed Answer form within thirty (30) days from service of process. If you fail to file an Answer, the plaintiff can proceed for judgment against you for the amount of claim, plus costs. Mailing the notarized Answer form to the Clerk of the Court at the address below constitutes making a proper appearance in the Court. YOU MUST ANSWER: (1) Whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or (2) Whether you will be indebted to the defendant in the future by existing contract, or (3) Whether by existing contract you are liable to the defendant for the delivery of personal property or for the payment of money, or (4) Whether you have in your possession or control, money or effects belonging to the defendant. You are commanded to retain the amount indicated above wages, salary or other compensation due or which will become due to the defendant for such period of time as is necessary to accumulate the sum of \$1,859,093.00 (Judgment and costs). You are required, after a period of 30 days from the first retention of any sum from the defendants wages, salary, or other compensation, to begin paying the moneys withheld into court as they are deducted or withheld and continue to do so on a monthly or more frequent basis until the full amount is withheld. If employment of the defendant is terminated BEFORE the sum is accumulated, you are required by law to report the termination and pay into court within 15 days AFTER termination, all sums withheld in compliance with this garnishment. (See Reverse Side for Instructions on Garnishments). If you have in your possession or control property or money belonging to the defendant, which is NOT wages, salary or other compensation, and is not exempt as a matter of law, you are further commanded to hold the property or money, or the amount shown above as "Total," whichever is less, subject to orders of this Court. Date issued: 8/18/08 Clerk: Melissa Pittman By: mw Deputy Clerk Address: This process was executed by serving a copy on (Garnishee) _____ on (Date) _____. Service on (Defendant) _____ on (Date) _____. Served by: _____ Title: _____		

PROCESS OF GARNISHMENT

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

- I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §6-10-7, Code of Alabama 1975, and Title 15, §1673, United States Code ("U.S.C."). Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:
- twenty-five (25) percent of "disposable earnings" for the week; OR
 - the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.
- II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF: §5-19-15, Code of Alabama, 1975 as amended by Act 88-294, effective April 12, 1988.
- Under this law, if the debt or demand was created ON OR AFTER April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
 - twenty-five (25) percent of "disposable earnings" for the week; OR
 - the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.
 - If the debt or demand was created BEFORE April 12, 1988, the amount subject to garnishment shall not exceed the LESSER of:
 - twenty (20) percent of "disposable earnings" for the week; OR
 - the amount by which "disposable earnings" for the week exceed fifty (50) times the federal minimum hourly wage in effect at the time the earnings are payable.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (which is not wages, salary or other compensation and is not exempt as a matter of law), you are commanded to hold the property or money, or the amount shown on the other side as "Total," whichever is less, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer "all such money is exempt from execution." The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

- Calculate "disposable earnings" for the week (see definition of disposable earnings" above)
 - If the twenty-five (25) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by thirty (30) and subtract this amount from "disposable earnings." Compare these two and obtain lesser amount.
- OR
- If the twenty (20) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty (20) percent. Multiply the "minimum wage amount" (in effect at the time the earnings are payable by you) by fifty (50) and subtract this amount from "disposable earnings." Compare these two and obtain lesser amount.
 - After the calculation is made in accordance with (2) or (3) above (whichever is applicable), the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the front of this form.
 - THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, §1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court may order your wages, money in a bank, sums owned to you, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of court judgments, because certain money, personal property, including money, bank benefits and certain welfare payments are exempt from garnishment. SSI payments, veteran's benefits, and certain federal retirement payments.

THESE EXAMPLES ARE FOR PURPOSES OF GARNISHMENT, AND, IF SO, WHAT IS UNCERTAIN AS TO YOUR POSSIBLE RIGHT TO CLAIM ANY EXEMPTION THAT YOU HAVE IN YOUR PERSONAL PROPERTY, HAVE TO MAIL OR DELIVER A COPY OF THE CLAIM OF EXEMPTION THAT YOU FILED IN THE COURT TO THE CLERK OF THE COURT.

If you file a claim of exemption, the process of garnishment will be scheduled and you will be notified of the date of the hearing.

If you do not file a claim of exemption, the process of garnishment will proceed. TO PROTECT YOUR RIGHTS, IT IS YOUR RESPONSIBILITY TO FILE A CLAIM OF EXEMPTION.

NOT

If a "Claim of Exemption" is filed in the Court, you must indicate on the "Claim of Exemption" form listing on it all your wages, salary, and other compensation.

If a Contest is timely filed, a Court hearing will be scheduled and you will be notified of the date of the hearing.

If you fail to make timely Contest of the Claim of Exemption, after fifteen (15) calendar days from the filing of such claim by the defendant, the Process of Garnishment and any writ of garnishment issued therein shall be dismissed or, where appropriate, modified to the extent necessary to give effect to the claimed exemptions.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

Service™
Certified MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Postmark
Here

02
G1

property may not be taken to pay certain types of debts in some circumstances, up to \$3,000 in wages, salary, and other compensation. Similarly, under federal law, certain garnishment include, for example, social security benefits, federal retirement payments, and certain federal retirement payments.

CLAIM ANY EXEMPTION FROM THE PROCESS OF GARNISHMENT. IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

"CONTEST" FORM LISTING ON IT ALL YOUR WAGES, SALARY, AND OTHER COMPENSATION. ALSO, IT IS YOUR RESPONSIBILITY TO INDICATE ON THE CLAIM OF EXEMPTION THE PLAINTIFF AND THE DATE ON WHICH YOU SHOULD SEE A LAWYER FOR ADVICE. If a contest is filed, a Court hearing will be scheduled and you will be notified of the date of the hearing.

ment against you.

IF YOU ARE UNCERTAIN AS TO HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE.

IF DEFENDANT

approximately ten (10) days to file a "Contest" to the

the day thereafter if the Court is not open on the

PS Form 3800, August 2006

See Reverse for Instructions

DEPRIEST, IND./DONALD R
510 SEVENTH ST N APT 076
COLUMBUS MS 39701-4626

GARNISHEE'S ANSWER

Form C-22

Rev. 11/06

IN THE CIRCUIT COURT COURT OF MONTGOMERY COUNTY, ALABAMA

Plaintiff (Person Asserting Claim)
THE ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY

V. Defendant (Person Whose Property is Subject to Garnishment)
DONALD R DEPRIEST, IND.,

Garnishee:
RENASANT BANK

Business Address:
301 N. 20TH ST
BIRMINGHAM, AL 35203

NOTICE TO GARNISHEE:

After reading the Process of Garnishment and Instructions on the reverse side of the Process of Garnishment, check the appropriate answer(s) below, sign, and have notarized. Keep a copy of this Answer for your records and return the original and two copies to the Clerk of the above-named Court at the address below.

- ☐ The defendant is employed, and the garnishee will withhold from the salary, wages, or other compensation of the defendant, as required, and pay the amounts withheld to the Clerk of the above-named Court.
- ☐ The defendant is employed, but the defendant's disposable earnings are not sufficient to be subject to garnishment.
- ☐ The garnishee has in the garnishee's possession or control non-exempt property or money belonging to the defendant, which is not wages, salary, or other compensation, name:

_____ and is holding the property or money subject to orders of the Court.

- ☐ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.
- ☐ The defendant is not employed, the garnishee was not indebted to the defendant when the process was received, or, when making this Answer or during the intervening time, the garnishee does not have possession or control of any belongings of the defendant.
- ☐ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.
- ☐ Other (Explain): _____

Garnishee or Authorized Agent (Signature)

Clerk of Court: _____

Sworn to and Subscribed before me this

Business Address: _____

Date: _____

City _____ State _____ Zip _____

Business Telephone Number: _____

Notary Public (Signature)

State of Alabama
Unified Judicial System

Form C-21 (Front) Rev. 11/06

PROCESS OF GARNISHMENT

411-64-8438

Case Number
CV06 24

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA

NAME AND ADDRESS OF PLAINTIFF (Person Asserting Claim)
THE ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY
AN AGENCY OF THE
STATE OF ALABAMA

NAME AND ADDRESS OF DEFENDANT (Person Whose Property
is Subject to Garnishment)
DONALD R DEPRIEST, IND., -411-64-8438
TAX ID# 64-0821780
510 SEVENTH ST., NO APT 076
COLUMBUS MI 39702

NAME AND ADDRESS OF ATTORNEY FOR PLAINTIFF
Parnell & Crum, P.A.
P.O. Box 2189
Montgomery, AL 36102
(334) 832-4200

DATE OF JUDGMENT: June 15, 2007

NAME AND ADDRESS OF GARNISHEE
REGIONS BANK
P.O. BOX 10247
BIRMINGHAM, AL 35202

JUDGEMENT AMOUNT: \$2,219,007.95
COSTS: \$361.00
LESS CREDIT: \$450,000.00
OTHER: \$89,724.05
TOTAL: \$1,859,093.00

AFFIDAVIT

A. I make oath that I have obtained the above judgment and believe the named garnishee is or will be indebted to the named defendant or has or will have effects of the defendant under the garnishee's control. I believe that a Process of Garnishment against the garnishee is necessary to obtain satisfaction of the judgment.

B. If the garnishment is for wages, salary or other compensation, I further make oath that the amount to be withheld is:
☐ 10% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS,
☐ 20% of disposable earnings for the week OR the amount by which disposable earnings for the week exceed 50 times the federal minimum hourly wage in effect at the time the earnings are payable, WHICHEVER IS LESS, which amount is in compliance with the instructions on the reverse side of this form.

C. I hereby request disbursement of amounts periodically paid into Court pursuant to this garnishment.
Sworn to and subscribed before me this 13th day of August 2007.

Charlotte Jackson
Notary Public/Clerk (Signature)

J. Matthew Parnell
Affiant Attorney (Signature)

WRIT OF GARNISHMENT

TO ANY LAW ENFORCEMENT OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve this Process of Garnishment on the Garnishee,

(Name of garnishee)

and a copy on the defendant, DONALD R DEPRIEST, IND., and make proper return to this Court.

(Name of Defendant)

NOTICE TO DEFENDANT: READ THE IMPORTANT INFORMATION ON THE BACK OF THIS FORM (Regarding your Rights).

NOTICE TO GARNISHEE: YOUR ARE THE GARNISHEE IN THE ABOVE ACTION.

You must complete and file the enclosed Answer form within thirty (30) days from service of process. If you fail to file an Answer, the plaintiff can proceed for judgment against you for the amount of claim, plus costs. Mailing the notarized Answer form to the Clerk of the Court at the address below constitutes making a proper appearance in the Court. YOU MUST ANSWER:

- (1) Whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or
- (2) Whether you will be indebted to the defendant in the future by existing contract, or
- (3) Whether by existing contract you are liable to the defendant for the delivery of personal property or for the payment of money, or
- (4) Whether you have in your possession or control, money or effects belonging to the defendant.

You are commanded to retain the amount indicated above wages, salary or other compensation due or which will become due to the defendant for such period of time as is necessary to accumulate the sum of \$1,859,093.00 (Judgment and costs). You are required, after a period of 30 days from the first retention of any sum from the defendants wages, salary, or other compensation, to begin paying the moneys withheld into court as they are deducted or withheld and continue to do so on a monthly or more frequent basis until the full amount is withheld. If employment of the defendant is terminated BEFORE the sum is accumulated, you are required by law to report the termination and pay into court within 15 days AFTER termination, all sums withheld in compliance with this garnishment. (See Reverse Side for Instructions on Garnishments). If you have in your possession or control property or money belonging to the defendant, which is NOT wages, salary or other compensation, and is not exempt as a matter of law, you are further commanded to hold the property or money, or the amount shown above as "Total," whichever is less, subject to orders of this Court.

Date issued:

8/18/08

Clerk

Address:

By:

MW
Deputy Clerk

This process was executed by serving a copy on (Garnishee) _____

on (Date) _____ Service on (Defendant) _____ on (Date) _____

Served by: _____ Title: _____

PROCESS OF GARNISHMENT

Instructions for Determining the Percentage of Wages, Salary or Other Compensation to be Withheld

- I. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM SITUATIONS OTHER THAN CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF §§ 6-16-1, Code of Alabama 1975, and Title 15, § 1674, United States Code (U.S.C.). Under Alabama and federal law, the amount subject to garnishment to collect such judgments shall not exceed the LESSER of:
- (1) twenty-five (25) percent of "disposable earnings" for the week; OR
 - (2) the amount by which "disposable earnings" for the week exceed fifty (50) times the federal minimum hourly wage in effect at the time the earnings are payable.
- II. GARNISHMENTS TO COLLECT JUDGMENTS ARISING FROM CONSUMER LOANS, CONSUMER CREDIT SALES OR CONSUMER LEASES ARE SUBJECT TO THE RESTRICTIONS OF §§ 6-16-15, Code of Alabama 1975 as amended by Act 80-251, effective April 12, 1986.
- A. Under this law, if the debt or demand was created **AFTER** April 12, 1986, the amount subject to garnishment shall not exceed the LESSER of:
 - (1) twenty-five (25) percent of "disposable earnings" for the week; OR
 - (2) the amount by which "disposable earnings" for the week exceed thirty (30) times the federal minimum hourly wage in effect at the time the earnings are payable.
 - B. If the debt or demand was created **BEFORE** April 12, 1986, the amount subject to garnishment shall not exceed the LESSER of:
 - (1) twenty (20) percent of "disposable earnings" for the week; OR
 - (2) the amount by which "disposable earnings" for the week exceed fifty (50) times the federal minimum hourly wage in effect at the time the earnings are payable.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld such as Federal Income Tax, Federal Social Security Tax, and State and Local Taxes.

NOTICE TO GARNISHEE

Note: If you have in your possession or control property or money belonging to the defendant (which is not wages, salary or other compensation and is not exempt as a matter of law), you are not mandated to hold the property or money, or the amount shown on the other side as "Less" whichever is less, subject to the orders of the Court. Social Security, SSI, VA and federal retirement moneys are all exempt under federal law and remain so even when deposited in a bank or other financial institution. If the only money in your possession or control belonging to the defendant is Social Security, SSI, VA or federal retirement moneys, you should indicate in your answer that such money is exempt from execution. The formula outlined below only applies if the property sought to be garnished is wages, salary or other compensation of the defendant.

(Use the following formula to calculate a garnishment of wages, salary or other compensation)

- (1) Calculate "disposable earnings" for the week (see definition of disposable earnings above).
- (2) If the twenty-five (25) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty-five (25) percent. Then multiply the "minimum wage amount" in effect at the time the earnings are payable hourly by thirty (30) and subtract this amount from "disposable earnings." Compare these two amounts and use the lesser.
- (3) If the twenty (20) percent block is checked on the front of this form, multiply the "disposable earnings" amount by twenty (20) percent. Multiply the "minimum wage amount" in effect at the time the earnings are payable hourly by thirty (30) and subtract this amount from "disposable earnings." Compare these two amounts and use the lesser.
- (4) After the calculation is made in accordance with (2) or (3) above (whichever is applicable), the amount of the garnishment for the week is the LESSER amount. Withhold this amount and pay it into Court as instructed in the "Writ of Garnishment" on the front of this form.
- (5) THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE. IF YOU NEED ASSISTANCE YOU SHOULD CONSULT A LAWYER FOR ADVICE.

PROTECTION AGAINST DISCHARGE: Title 15, § 1674, U.S.C., prohibits an employer from discharging any employee because his or her earnings have been subjected to garnishment for any one indebtedness.

NOTICE TO DEFENDANT OF RIGHT TO CLAIM EXEMPTION FROM GARNISHMENT

A process of garnishment has been delivered to you. This means that a Court has ruled you owe money, money in a bank, or money in a bank, or other property belonging to you, to be paid into Court to satisfy a judgment against you.

Laws of the State of Alabama and of the United States provides that in some circumstances certain money and property may not have to pay certain types of court judgments, debts or claims. Money or property may be "exempt" from garnishment. For example, under state law, in some circumstances up to \$2,000 in wages, personal property, including money, bank accounts, automobiles, appliances, etc., may be exempt.

Defendant's and payee's employer's name

Address of defendant's and payee's employer

City, State, and Zip of defendant's and payee's employer

Phone number of defendant's and payee's employer

Business hours of defendant's and payee's employer

Time of day of defendant's and payee's employer

Day of week of defendant's and payee's employer

Month of year of defendant's and payee's employer

Year of defendant's and payee's employer

Day of month of defendant's and payee's employer

Month of year of defendant's and payee's employer

Year of defendant's and payee's employer

Day of month of defendant's and payee's employer

Month of year of defendant's and payee's employer

Year of defendant's and payee's employer

Day of month of defendant's and payee's employer

Month of year of defendant's and payee's employer

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent to
Regions Bank
P.O. Box 10267
Birmingham AL 35202
PS Form 3800, August 2009 See Reverse for Instructions

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

\$

Postmark
Here

02/02

DEPRIEST, IND./DONALD R
510 SEVENTH ST N APT 076
COLUMBUS MS 39701-4626

for Instructions

IF YOU ARE UN CERTAIN HOW TO FILE A CONTEST TO THE CLAIM OF EXEMPTION, YOU SHOULD CONSULT A LAWYER FOR ADVICE. THE CLERK AND OTHER COURT PERSONNEL CANNOT GIVE YOU LEGAL ADVICE.

GARNISHEE'S ANSWER

IN THE CIRCUIT COURT COURT OF MONTGOMERY COUNTY, ALABAMA

Plaintiff (Person Asserting Claim)
THE ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY

V. Defendant (Person Whose Property is Subject to Garnishment)
DONALD R DEPRIEST, IND.,

Garnishee:
REGIONS BANK

Business Address:
P.O. BOX 10247
BIRMINGHAM, AL 35203

NOTICE TO GARNISHEE:

After reading the Process of Garnishment and Instructions on the reverse side of the Process of Garnishment, check the appropriate answer(s) below, sign, and have notarized. Keep a copy of this Answer for your records and return the original and two copies to the Clerk of the above-named Court at the address below.

- ☐ The defendant is employed, and the garnishee will withhold from the salary, wages, or other compensation of the defendant, as required, and pay the amounts withheld to the Clerk of the above-named Court.
- ☐ The defendant is employed, but the defendant's disposable earnings are not sufficient to be subject to garnishment.
- ☐ The garnishee has in the garnishee's possession or control non-exempt property or money belonging to the defendant, which is not wages, salary, or other compensation, name:

_____ and is holding the property or money subject to orders of the Court.

- ☐ The garnishee has in the garnishee's possession or control money belonging to the defendant, which is not wages, salary or other compensation, but all such money is exempt from execution by federal law and thus not subject to garnishment.
- ☐ The defendant is not employed, the garnishee was not indebted to the defendant when the process was received, or, when making this Answer or during the intervening time, the garnishee does not have possession or control of any belongings of the defendant.
- ☐ If the garnishee is a corporation, the person signing below is the duly authorized agent of the garnishee to make this Answer and has knowledge of the facts stated herein.
- ☐ Other (Explain): _____

Garnishee or Authorized Agent (Signature)

Clerk of Court:

Sworn to and Subscribed before me this

Business Address: _____

Date: _____

City _____ State _____ Zip _____

Business Telephone Number: _____

Notary Public (Signature)

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**

(Not For Domestic Relations Cases)

Case Number:
40-CV-200

Date of Filing:
08/08/2007



ELECTRONICALLY FILED
8/8/2007 4:44 PM
CV-2007-900012.00
CIRCUIT COURT OF
LAMAR COUNTY, ALABAMA
MARY ANN JONES, CLERK

GENERAL INFORMATION

**IN THE CIRCUIT OF LAMAR COUNTY, ALABAMA
BANK OF VERNON v. DONALD R. DEPRIEST**

First Plaintiff: ☒ Business ☐ Individual
☐ Government ☐ Other

First Defendant: ☐ Business ☒ Individual
☐ Government ☐ Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- ☐ WDEA - Wrongful Death
☐ TONG - Negligence: General
☐ TOMV - Negligence: Motor Vehicle
☐ TOWA - Wantonnes
☐ TOPL - Product Liability/AEMLD
☐ TOMM - Malpractice-Medical
☐ TOLM - Malpractice-Legal
☐ TOOM - Malpractice-Other
☐ TBFM - Fraud/Bad Faith/Misrepresentation
☐ TOXX - Other: _____

TORTS: PERSONAL INJURY

- ☐ TOPE - Personal Property
☐ TORE - Real Property

OTHER CIVIL FILINGS

- ☐ ABAN - Abandoned Automobile
☐ ACCT - Account & Nonmortgage
☐ APAA - Administrative Agency Appeal
☐ ADPA - Administrative Procedure Act
☐ ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- ☐ MSXX - Birth/Death Certificate Modification/Bond Forfeiture
Appeal/Enforcement of Agency Subpoena/Petition to Preserve
☐ CVRT - Civil Rights
☐ COND - Condemnation/Eminent Domain/Right-of-Way
☐ CTMP-Contempt of Court
☒ CONT-Contract/Ejectment/Writ of Seizure
☐ TOCN - Conversion
☐ EQND- Equity Non-Damages Actions/Declaratory
Judgment/Injunction Election Contest/Quiet Title/Sale For
Division
☐ CVUD-Eviction Appeal/Unlawful Detainer
☐ FORJ-Foreign Judgment
☐ FORF-Fruits of Crime Forfeiture
☐ MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
☐ PFAB-Protection From Abuse
☐ FELA-Railroad/Seaman (FELA)
☐ RPRO-Real Property
☐ WTEG-Will/Trust/Estate/Guardianship/Conservatorship
☐ COMP-Workers' Compensation
☐ CVXX-Miscellaneous Circuit Civil Case

ORIGIN: F ☒ **INITIAL FILING**

A ☐ **APPEAL FROM
DISTRICT COURT**

O ☐ **OTHER**

R ☐ **REMANDED**

T ☐ **TRANSFERRED FROM
OTHER CIRCUIT COURT**

HAS JURY TRIAL BEEN DEMANDED? ☐ Yes ☒ No

RELIEF REQUESTED: ☒ **MONETARY AWARD REQUESTED** ☐ **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE: REY007

8/8/2007 4:41:21 PM

/s ROBERT REYNOLDS

MEDIATION REQUESTED: ☐ Yes ☒ No ☐ Undecided



BANK OF VERNON,

PLAINTIFF,

VS.

DONALD R. DEPRIEST,

DEFENDANT.

§
§
§
§
§
§
§
§
§

IN THE CIRCUIT COURT OF

LAMAR COUNTY, ALABAMA

CIVIL ACTION NO. CV-2007-_____

COMPLAINT

1. Defendant, jointly with American Nonwovens Corporation, on or about October 28, 2004, executed and delivered to Plaintiff a promissory note, a true and correct copy of which is attached as Exhibit "A" and incorporated herein by reference, whereby Defendant promised to repay said note in eighty-four (84) monthly installments with an initial payment amount of \$149,707.64. Interest accrued on said note at an adjustable rate equal to the commercial prime lending rate as published by the Wall Street Journal plus two percent (2.00%), adjusted quarterly, until such time as said note was paid in full or a default occurred under the terms of said promissory note.

2. As a further inducement to Plaintiff to extend credit to Defendant and American Nonwovens Corporation, Defendant executed and delivered to Plaintiff an unlimited continuing guaranty agreement regarding said note, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "B".

3. Plaintiff alleges that the terms of said promissory note further provided that in the case of default in the payment of any of said installments, at the option of the holder thereof, the entire indebtedness would then become due and payable. Plaintiff further alleges that default was made in one or more of said installments and that Plaintiff declared the entire indebtedness then due and payable of which Defendant had notice. Defendant owes to Plaintiff, with interest as of August 7, 2007, the sum of \$10,199,332.12, which sum Plaintiff claims of the Defendant.

4. Upon default by the Defendant under the terms of the said promissory note, the outstanding balance of said promissory note accrues interest at a default rate of Wall Street Journal Prime plus three percent (3.00%) adjusted quarterly, which rate is presently 11.25%, until such time as said note is paid in full.

5. Plaintiff further alleges that the terms of said promissory note provided that the maker thereof agreed to pay all costs of collection or securing or attempting to collect this said note, including a reasonable attorney's fee, and the Plaintiff alleges that a reasonable attorney's fee is \$200,000.00, and Plaintiff claims this further and additional sum of the Defendant.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of \$10,199,332.12, an attorney's fee in the amount of \$200,000.00, subsequent interest at the default interest rate of Wall Street Journal Prime plus three percent (3.00%) adjusted quarterly, which rate is presently 11.25% per annum and costs.

/s/ Robert P. Reynolds
Robert P. Reynolds, Esq.
Code No. REY-007
Justin B. Little, Esq.
Code No. LIT-030
Attorneys for Plaintiff, Bank of Vernon

OF COUNSEL:
REYNOLDS, REYNOLDS & DUNCAN, LLC
Post Office Box 2863
Tuscaloosa, Alabama 35403
Telephone: 205-391-0073
File No. 31.0283

Plaintiff's Address:
Bank of Vernon
Post Office Box 309
Vernon, Alabama 33592

Defendant's Address:
Donald R. DePriest
510 Seventh Street North
Columbus, Mississippi 39701-4626

marked copy



ELECTRONICALLY FILED
8/8/2007 4:44 PM
CV-2007-900012.00
CIRCUIT COURT OF
LAMAR COUNTY, ALABAMA
MARY ANN JONES, CLERK

EXHIBITS

AMERICAN NONWOVENS CORPORATION
DONALD R. DEPRIEST, INDIVIDUALLY
P.O. BOX 2847
COLUMBUS, MS 39704

BANK OF VERNON
P.O. BOX 309
VERNON, AL 35592

Loan Number 181009976
Date 10/28/04
Maturity Date 10/28/13
Loan Amount \$ 10,000,000.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS

"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS

"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of TEN MILLION DOLLARS AND 00/100 Dollars \$ 10,000,000.00

☒ Single Advance: I will receive all of this principal sum on 10/28/04. No additional advances are contemplated under this note.

☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on _____

☒ Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from 10/28/04 at the rate of 6.75 % per year until FIRST RATE CHANGE

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be 2.000% PLUS the following index rate: THE COMMERCIAL PRIME LENDING RATE AS PUBLISHED BY THE WALL STREET JOURNAL ON THE DATE OF EACH RATE CHANGE

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as QUARTERLY BEGINNING JANUARY 1, 2005. A change in the interest rate will take effect ON THE SAME DAY

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

ACCUAL METHOD: Interest will be calculated on a 30/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to WALL STREET JOURNAL PRIME PLUS 3%, ADJUSTED QUARTERLY

☒ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% OF LATE PAYMENT WITH A MINIMUM OF \$.50 AND A MAXIMUM OF \$100

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest MONTHLY BEGINNING 11-28-2004, THEN WITH PRINCIPAL BEGINNING 11-28-2006

☐ Principal: I agree to pay the principal _____

☒ Installments: I agree to pay this note in 84 payments. The first payment will be in the amount of \$ 149,707.64 and will be due 11-28-2006. A payment of \$ 149,707.64 will be due ON THE 28TH DAY OF EACH MONTH (SUBJECT TO INTEREST RATE ADJUSTMENT) thereafter. The final payment of the entire unpaid balance of principal and interest will be due 10-28-2013

PURPOSE: The purpose of this loan is REFINANCING BUSINESS DEBTS AND WORKING CAPITAL

ADDITIONAL TERMS: _____

The principal balance of the loan may be prepaid in whole or in part, provided that any such prepayment shall be accompanied by a prepayment penalty. If the prepayment occurs on or before the first anniversary date of the loan, the prepayment penalty will equal five percent (5%) of the principal amount prepaid; if the prepayment occurs after the first anniversary date, but on or before the second anniversary date, the prepayment penalty will equal four percent (4%) of the principal amount prepaid; if the prepayment occurs after the second anniversary date, but on or before the third anniversary date, the prepayment penalty will equal three percent (3%) of the principal amount prepaid; if the prepayment occurs after the third anniversary date, but on or before the fourth anniversary date, the prepayment penalty will equal two percent (2%) of the principal amount prepaid; if the prepayment occurs after the fourth anniversary date, but on or before the fifth anniversary date, the prepayment penalty will equal one percent (1%) of the principal amount prepaid. There will be no prepayment penalty if the prepayment occurs after the fifth anniversary.

This loan is subject to the terms of a separate Loan Agreement of even date.

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

- ☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.
- ☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☒ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.
- ☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.
- ☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ **Specific Property Description:** The Property includes, but is not limited by, the following:

ASSIGNMENT OF MORTGAGE ON PROPERTY LOCATED IN LAMAR COUNTY, AL; DEED OF TRUST ON PROPERTY LOCATED IN LOWNDES COUNTY, MS; DEED OF TRUST ON PROPERTY LOCATED IN OHIO COUNTY, KY; ASSIGNMENT OF LIFE INSURANCE POLICY ON DONALD R. DEPRIEST OWNED BY SANDRA F. DEPRIEST; ALL LICENSES AND PATENTS; UNDISBURSED LOAN PROCEEDS AND ESCROW ACCOUNTS.

If applicable, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☒ business ☐ agricultural ☐ _____ purpose.
Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent; (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Alabama will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this note or any agreement securing this note is effective unless the modification is in writing and signed by you and me. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral. To the extent permitted by law, I also waive all personal property exemptions in the property securing this loan.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

Caution - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

AMERICAN NONWOVENS CORPORATION

BY:

Ronald L. Fancher
RONALD L. FANCHER, ITS CHAIRMAN & CEO

Donald R. Depriest
DONALD R. DEPRIEST, INDIVIDUALLY

DISPOSITION OF FUNDS

Deposited to Account Number

Check Number

SIGNATURE FOR LENDER

DONALD R DEPRIEST P.O. BOX 1076 COLUMBUS, MS 39703	BAI VERNON P.O. BOX 309 VERNON, AL 35592	AMERICAN NONWOVEN CORPORATION DONALD R DEPRIEST, INDIVIDUALLY P.O. BOX 2847 COLUMBUS, MS 39704
GUARANTOR'S NAME AND ADDRESS "I" includes each guarantor above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	BORROWER'S NAME AND ADDRESS "Borrower" means each person above.



GUARANTY

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with borrower from time to time, I absolutely and unconditionally guarantee the full payment of the following debts (as defined herein) when due (whether at maturity or upon acceleration):

PRESENT DEBT GUARANTY

☐ I absolutely and unconditionally guarantee to you the payment and performance of the following described debt (including all renewals, extensions, refinancings and modifications) of the borrower: _____

PRESENT AND FUTURE DEBT GUARANTY

☒ I absolutely and unconditionally guarantee to you the payment and performance of each and every debt, of every type and description, that the borrower may now or at any time in the future owe you including, but not limited to, the following described debt(s): _____

LOAN #0181009976 DATED 10/28/2004 IN THE AMOUNT OF \$10,000,000.00.

☐ I absolutely and unconditionally guarantee to you the payment and performance of each and every debt, of every type and description, that the borrower may now or at any time in the future owe you, up to the principal amount of \$ _____ plus accrued interest, attorneys' fees and collection costs referable thereto (when permitted by law), and all other amounts agreed to be paid under all agreements evidencing the debt and securing the payment of the debt. You may, without notice, apply this guaranty to such debts of the borrower as you may select from time to time.

DEFINITIONS - As used in this agreement, the terms "I," "we," and "my" mean all persons signing this guaranty agreement, individually and jointly, and their heirs, executors, administrators and assigns.

The term "debt" means all debts, liabilities, and obligations of the borrower (including, but not limited to, all amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, except for any obligations incurred by borrower after the date of this guaranty for which the borrower meets your standard of creditworthiness based on the borrower's own assets and income without the addition of a guaranty, or to which, although you require the addition of a guaranty, the borrower chooses someone other than me to guaranty the obligation.

APPLICABLE LAW - This agreement is governed by the law of the state in which you are located. Any term of this agreement that does not comply with applicable law will not be effective if that law does not expressly or impliedly permit variations by agreement. If any part of this agreement cannot be enforced according to its terms, this fact will not affect the balance of this agreement.

REVOCAION - I agree that this is an absolute and continuing guaranty. If this guaranty is limited to the payment of a specific debt of the borrower described above, this agreement cannot be revoked and will remain in effect until the debt is paid in full. If this guaranty covers both the borrower's present and future debts, I agree that this guaranty will remain binding on me, whether or not there are any debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence.

Notice of revocation or notice of my death or incompetence will not affect my obligations under this guaranty with respect to any debts incurred by or for which you have made a commitment to borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such debts. I agree that if any other person signing this agreement provides a notice of revocation to you, I will still be obligated under this agreement until I provide a notice of revocation to you. If any other person signing this agreement dies or is declared incompetent, such fact will not affect my obligations under this agreement.

OBLIGATIONS INDEPENDENT - I agree that I am obligated to pay according to the terms of this guaranty even if any other person has agreed to pay the borrower's debt. My obligation to pay according to the terms of this guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the borrower.

I will remain obligated to pay on this guaranty even if any other person who is obligated to pay the borrower's debt, including the borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law. In such situations, my obligation shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which borrower is discharged from paying or which do not otherwise accrue to borrower's indebtedness due to borrower's discharge. I will also be obligated to pay you, to the fullest extent permitted by law, any deficiency remaining after foreclosure of any mortgage or security interest securing borrower's debt, whether or not the liability of borrower or any other obligor for such deficiency is discharged by statute or judicial decision. If any payments by borrower to you are thereafter set aside, recovered, rescinded, in whole or in part, are settled by you at your discretion, or are in any way recouped or recovered from you for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of borrower or any other obligor), then I am obligated to reimburse or indemnify you for the full amount you so pay together with costs, interest, attorneys' fees and all other expenses which you incur in connection therewith. I also agree that if my liability is limited to a stated principal amount (plus other agreed charges), you may allow the borrower to incur debt in excess of the specified amount and apply to the payment of such excess any amounts you receive for payment of the debt from the borrower or any other person, any amounts resulting from any collateral, or amounts received from any other source, without affecting my obligations under this agreement.

No modification of this agreement is effective unless in writing and signed by you and me, except that you may, without notice to me and without the addition of a signed writing or my approval: (1) release any borrower or other person who may be liable for borrower's debt, (2) release or substitute any collateral, (3) fail to perfect any security interest or otherwise impair any collateral, (4) waive or impair any right you may have against any borrower or other person who may be liable for borrower's debt, (5) settle or compromise any claim against the borrower or any person who may be liable for the borrower's debt, (6) procure any additional security or persons who agree to be liable for borrower's debt, (7) delay or fail to pursue enforcement of the debt, (8) apply amounts you receive from the borrower or other persons to payment of the debt in any order you select, (9) make any election with respect to the debt provided by law or any agreement with any person liable for the debt, (10) exercise or fail to exercise any rights you have with respect to the debt, (11) extend new credit to the borrower, or (12) renew, extend, refinance or modify the borrower's debt on any terms agreed to by you and the borrower (including, but not limited to, changes in the interest rate or in the method, time, place or amount of payment) without affecting my obligation to pay under this guaranty.

WAIVER - I waive presentment, demand, protest, notice of dishonor, and notice of acceptance of this guaranty. I also waive, to the extent permitted by law, all notices, all defenses and claims that the borrower could assert, any right to require you to pursue any remedy or seek payment from any other person before seeking payment under this agreement, and all other defenses to the debt, except payment in full. You may without notice to me and without my consent, enter into agreements with the borrower from time to time for purposes of creating or continuing the borrower's debt as allowed by this guaranty. I agree that I will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure (or repossession) and sale of any collateral without regard to whether borrower's obligation to pay such deficiency is discharged by law. If any payments on the debt are set aside, recovered or required to be returned in the event of the insolvency, bankruptcy or reorganization of the borrower, my obligations under this agreement will continue as if such payments had never been made.

I also waive and relinquish all present and future claims, rights, and remedies against borrower or any other obligated party arising out of the creation or my performance of this guaranty. My waiver includes, but is not limited to, the right of contribution, reimbursement, indemnification, subrogation, exoneration, and any right to participate in any claim or remedy you may have against the borrower, collateral, or other party obligated for borrower's debts, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

REMEDIES - If I fail to keep any promise contained in this agreement or any agreement securing this agreement, you may, make this agreement and the borrower's debt immediately due and payable, you may set-off this obligation against any right I have to receive money from you (however, you may not set-off against any accounts in which my rights are only as a fiduciary or my IRA or other tax-deferred retirement account), you may use any remedy you have under state or federal law, and you may use any remedy given to you by any agreement securing this agreement. If I die, am declared incompetent, or become insolvent (either because my liabilities exceed my assets or because I am unable to pay my debts as they become due), you may make the debt immediately due and payable.

COLLECTION COSTS - Except when prohibited by law, I agree to pay the reasonable costs and expenses you incur to enforce and collect this agreement, including attorneys' fees and court costs.

SECURITY - This guaranty is ☐ unsecured ☒ secured by PROPERTY UNDER THE TERMS OF ALL AGREEMENTS WITH LENDER.


NOTICE TO COSIGNER

You are being asked to guarantee the debts described above. If you are making a "Present and Future Debt Guaranty" as identified above, you are being asked to guarantee *present* as well as *future* debts of the borrower entered into with this lender. Think carefully before you do. If the borrower doesn't pay these debts, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of these debts if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The lender can collect these debts from you without first trying to collect from the borrower. The lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If these debts are ever in default, that fact may become part of your credit record.

In witness whereof, I have signed my name and affixed my seal on this 28th day of OCTOBER, 2004, and, by doing so, agree to the terms of this guaranty and acknowledge having read the Notice to Cosigner.


 DONALD R DEPRIEST (SEAL)

(SEAL)

(SEAL)

(SEAL)



BANK OF VERNON,

PLAINTIFF,

VS.

DONALD R. DEPRIEST,

DEFENDANT.

§
§
§
§
§
§
§
§

IN THE CIRCUIT COURT OF

LAMAR COUNTY, ALABAMA

CIVIL ACTION NO. CV-2007-900012

NOTICE OF DISMISSAL WITHOUT PREJUDICE

COMES NOW, Plaintiff, pursuant to Rule 41 (a)(1)(i) and gives notice of the dismissal of this proceeding without prejudice. The Defendant as not filed an Answer or Motion for Summary Judgment in this proceeding.

WHEREFORE, Plaintiff dismisses this proceeding without prejudice, costs taxed as paid.

/s/ Robert P. Reynolds

Robert P. Reynolds (REY 007)
Attorney for Plaintiff, Bank of Vernon

OF COUNSEL:
REYNOLDS, REYNOLDS & DUNCAN, L.L.C.
Post Office Box 2863
Tuscaloosa, Alabama 35403
Telephone: (205) 391-0073
Facsimile: (205) 391-0911
Email: rreynolds@rrdlaw.com
File No. 31.0283



IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

RED MOUNTAIN BANK

PLAINTIFF,

vs.

DONALD R. DEPRIEST

DEFENDANT.

*
*
*
*
*
*
*
*

CASE NO. CV-2008-_____

COMPLAINT

COMES NOW RED MOUNTAIN BANK (hereinafter referred to as the "Plaintiff"), and makes this following complaint against Donald R. DePriest. (hereinafter referred to as the "Defendant"). The Plaintiff is the holder of certain note and security agreement signed by the Defendant, which evidences and secures a certain indebtedness owed by the Defendant. The causes of action set forth herein arise out of the failure by the Defendant to make timely payments pursuant to his loan agreement. The material allegations are as follows:

1. The Plaintiff, Red Mountain Bank, is an Alabama banking corporation with its main office located in Shelby County, Alabama, and is in the business of providing general banking services and specifically providing real estate mortgage loans, business, construction, and consumer loans.

2. Defendant Donald R. DePriest is over the age of nineteen years and is a resident of Columbus, Mississippi.

COUNT ONE – BREACH OF CONTRACT

Loan No. 400117400

3. On or about the 23rd day of October, 2007, Plaintiff and Defendant Donald R. DePriest entered into a Note for the principal sum of \$100,000.00. A copy of the note and security agreement is attached hereto as Exhibit "A".

4. Plaintiff alleges that the Defendant defaulted upon said loan under the terms thereof, having failed to make the payments as called for in the note.

5. Plaintiff alleges that the Defendant owes an outstanding balance of \$120,711.34. This amount includes attorney fees. Interest continues to accrue on the note at a rate of \$17.36 per day.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$120,711.34 plus interest and the costs of this action.

This the 4th day of June, 2008.

/s/ Burt W. Newsome

Burt W. Newsome
Attorney For Plaintiff
NEWSOME LAW, LLC
Post Office Box 382753
Birmingham, AL 35238
Telephone: (205) 747-1970
Fax: (205) 747-1971

Plaintiff's Address

Red Mountain Bank
P.O. Box 382753
Birmingham, AL 35238

Defendant's Address

Donald R. DePriest
206 8th Street North
Columbus, MS 39701



Donald R DePriest
205 8th Street North
Columbus, MS 39701

Red Mountain Bank, N.A.
PO Box 381748
Birmingham, AL 35238

BORROWER'S NAME AND ADDRESS

"I" includes each borrower above, jointly and severally. "You" means the lender, its successors and assigns.

LENDER'S NAME AND ADDRESS

Loan Amount \$ 100,000.00
Renewal Of 400117400

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of One Hundred Thousand Dollars
Dollars \$ 100,000.00

☒ **Single Advance:** I will receive all of this principal sum on 10/23/2007. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 10/23/2007 at the rate of 8.750 % per year until the rate changes

☒ **Variable Rate:** This rate may then change as stated below.

☒ **Index Rate:** The future rate will be 1.00% above the following index rate: Red Mountain Bank Prime Rate

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ **Frequency and Timing:** The rate on this note may change as often as every Day beginning 10/24/2007

A change in the interest rate will take effect the day the rate changes

☒ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than 5.000 %. The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ **LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% of the payment amount with a minimum of \$10.00 and a maximum of \$1,000.00

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: Loan Fees \$200.00 Other fees \$0.00 Insurance \$0.00

PAYMENTS: I agree to pay this note as follows:

☒ **Interest:** I agree to pay accrued interest See Additional Terms

☒ **Principal:** I agree to pay the principal See Additional Terms

☐ **Installments:** I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____. A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

ADDITIONAL TERMS: on demand, but if no demand is made 1 payment of \$102,948.63 on 02/23/2008. This is a variable rate loan and the payment amounts may change. ;

☐ **SECURITY:** This note is separately secured by (describe separate document by type and date): _____

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

DISPOSITION OF FUNDS

RENEWAL

Deposited to Account Number _____

Check Number _____

Signature for Lender

Paul Rogers
Executive Vice President

PURPOSE: The purpose of this loan is Renewal/Business

Investments

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Donald R DePriest





SUPPORT THE CENTER

MORE INVESTIGATIONS

The Buying of the President 2008

The Center for Public Integrity's quadrennial investigation of how money shapes presidential campaigns

Reports and Other Projects

Lamar Alexander

As he campaigns across the country, Lamar Alexander tries to create an image as a Washington "outsider" even though his experience as an aide to a U.S. senator and a president, as well as serving as secretary of education, paints a different picture.

Alexander's resume argues against the Washington outsider claim, but he has had few Beltway insiders advising him until recently, when he gained the endorsement of a group of prominent conservatives. Alexander has had a handful of paid and unpaid "senior advisers" who are old friends, longtime business associates, and veteran political operatives from Alexander's days as secretary of education or as governor of Tennessee. The Center has identified three Washington lobbyists who are advising him: former Senator Howard Baker, former Secretary of State Lawrence Eagleburger, and former presidential aide Lanny Griffith.

"It's a real mix. Alexander didn't know many of the people he has advising him [on the campaign]. Others, he worked with in the eighties," said Whit Ayres, the Alexander campaign's polling consultant.

The senior advisers, or the "kitchen cabinet," as one has described this group, meet at least once a month in person or through conference calls to talk about strategy, message, and issues. Some advisers talk with the campaign more frequently. "I have a conversation a day with someone on the team like Mike Murphy [the media adviser]," Ayres said. "I have periodic phone calls with the kitchen cabinet, with people like [Rob] Mosbacher and [Phil] Handy. We talk about once a month, and we generally do a conference call."

Howard Baker, Longtime Adviser to Lamar Alexander

Alexander's longtime friend and mentor Howard Baker continues to play an influential role in his political career. Baker is not only Alexander's most trusted informal presidential campaign adviser, but by employing Alexander, Baker also has provided financial security for the candidate during his quest for the White House. Baker would not respond to requests by the Center to be interviewed.

Alexander managed Baker's 1966 Senate campaign, and went to Washington as his legislative assistant. A couple of years later, with Senator Baker's help, Alexander was hired as an assistant to Bryce Harlow, the head of congressional relations in the Nixon White House.

When Alexander entered elective politics in 1974, Baker was there to support and advise his protégé. Despite Baker's personal involvement on Alexander's behalf with the state party and in doing T.V. commercials, Alexander lost his first run for governor of Tennessee.

In 1994, as a senior fellow at the Indianapolis-based Hudson Institute, Alexander chaired a project called "The American Dream — Renewing the Promise of American Life" and edited a book called *The New Promise of American Life* with another Hudson fellow and current informal adviser, Chester Finn. As part of this project, Alexander, Baker, and former Secretary of State Lawrence Eagleburger, with Baker's law firm, went on a trip to London and Israel. Until June 1994, Baker was registered as a foreign agent at the Justice Department. Although the eight-week excursion was paid for by the Hudson Institute as part of Alexander's project, it was understood that "in effect Baker and Eagleburger [were] opening doors to introduce Alexander abroad and try to bulk up his rather slim foreign policy credentials for the presidential run." Alexander told ABC News *Nightline*, he was "outside of the United States with Larry Eagleburger and Howard Baker, reminding myself of the kinds of things that someone who might be president ought to know."

Baker and Alexander are also financially intertwined and have become rich together. As reported in *The Buying of The President*, in 1981, Alexander and Baker — along with five other investors — each paid \$1 for options to buy the *Knoxville Journal* newspaper for \$15 million. At the time, Alexander was governor of Tennessee and Baker was the Senate majority leader. After the owner of the *Knoxville Journal*, Charles Smith, died, his heirs sold Alexander and the other investors the options to buy the paper. Alexander, Baker, and the other partners decided not to exercise their option to buy; instead they began searching for a buyer. Gannett

Books

The Buying of the President 2004

The Buying of the President 2000

The Buying of the President 1996

Reports

Private Parties

Under the Influence 1991

Under the Influence 1996

[Introduction](#)

[Bill Clinton](#)

[Lamar Alexander](#)

[Pat Buchanan](#)

[Robert Dole](#)

[Robert Dornan](#)

[Malcolm "Steve" Forbes](#)

[Phil Gramm](#)

[Alan Keyes](#)

[Richard Lugar](#)

newspapers eventually agreed to pay \$15 million for 94.8 percent of the newspaper's stock. Alexander walked away with Gannett newspaper options and stock worth \$620,000. It has never been reported how much Baker made from this transaction.

In 1991, at Lamar Alexander's confirmation hearing for the post of secretary of education, Senator Howard Metzenbaum, Democrat from Ohio, criticized these business dealings, of which there are several in Alexander's career, for "incomplete disclosures" and for having the appearance of conflict of interest. "I'm still not certain I understand this blurred and complex series of professional positions and transactions," Metzenbaum said.

In 1993, in anticipation of the 1996 presidential election, Baker, now a lobbyist, put his good friend Lamar Alexander on the payroll of his law firm. As reported in *The Buying of the President*, Alexander is making \$295,000 as an "Of Counsel" lawyer with Baker's firm, Baker, Donelson, Bearman, and Caldwell, formerly Baker, Worthington, Crossley, and Stansberry. Alexander works on retainer for three clients, Texas Instruments, Baptist Hospital, and Processed Food Corp., in which he owns more than \$1 million in common stock. Alexander does not work on "a billable hour approach," Ben Adams, managing partner of the firm, said. "He helps open doors and solidify client relationships." Adams called Alexander a "rainmaker," meaning he attracts money to the firm — far more than his salary. He does not derive any income from the profits of the firm. He does not do any lobbying or any work in Washington. According to Baker, "I tried to design the best system I could to let him work with us and earn some money and stay free to run [for president]."

In 1994, Baker, Worthington, Crossley, and Stansberry broke up. One of the reasons for the firm's dissolution, according to a partner, was the cost of Alexander's entourage which included a secretary, scheduler, and others. The new firm, Baker, Donelson, Bearman, and Caldwell, understands the reality of Alexander's employment. "I think it is clearly an investment in case he becomes president," according to a partner at the firm. Individual lawyers at the firm also understand the wisdom of making an investment in Alexander. In the first nine months of 1995, lawyers with Baker's firm contributed \$36,250 to Alexander's campaign.

If Lamar Alexander becomes the 43rd president of the United States, few will be better positioned than Howard Baker, whose law firm clients include Lockheed Martin, AT&T, Federal Express, Salomon Brothers, Schering Plough, U.S. Tobacco, United Technologies, Waste Management, and scores of other corporations.

In Search of a Neo-Conservative

Over the last year, an informal group of prominent Washington conservatives has been searching for a Republican presidential candidate to champion. Some members of this group threw their support behind Colin Powell and Newt Gingrich before the two announced that they would not run. As these conservative insiders mulled over the declared Republican candidates, they settled on Lamar Alexander as the only Republican candidate who was talking about the issues that are close to the hearts of "progressive conservatives with a deep interest in civic responsibility," Don Eberly, one of these insiders, said.

Leading this effort has been Arianna Huffington — wife of unsuccessful candidate for a California U.S. Senate seat Michael Huffington — an author, GOP strategist and head of the Center for Effective Compassion at the Progress and Freedom Foundation, a conservative group with ties to Newt Gingrich. Huffington has been an outspoken critic of Senator Bob Dole as a poor presidential choice for neo-conservatives who is unfit to continue the so-called Republican revolution.

Huffington held a breakfast at her home in Washington, D.C., in December 1995 with Lamar Alexander and his campaign aides to discuss citizenship issues like "how churches, families, and neighborhoods can supplant old welfare-stale programs." In attendance were conservatives like William Kristol, former chief of staff to Vice President Dan Quayle and editor of *The Weekly Standard*; Marvin O'Lasky, author; and Michael Joyce of The Lynde and Harry Bradley Foundation, a conservative foundation. Jeffrey Eisenach, former head of GOPAC and head of the Progress and Freedom Foundation, was listening by phone. Others associated with the group who did not attend the breakfast with Alexander but have reportedly attended other meetings or dinners with the group include William Bennett, former secretary of education and author; Don Eberly, director of the Civil Society Project, a national project seeking to strengthen civic community; Grover Norquist, president of Americans for Tax Reform; Adam Meyerson, editor at the Heritage Foundation; Peter Wehner, policy director at Empower America; and Paul Weyrich of the Free Congress Foundation.

The culmination of these meetings was a speech given at the Heritage Foundation by Lamar Alexander in early January 1996 that incorporated some of the group's themes, with a particular emphasis on citizenship issues. Huffington, Joyce, Eberly, Kristol, Eisenach, and others reportedly helped to craft the speech. "Less from Washington, More from Us: A Citizenship Agenda for a Rising, Shining America," was the title of the speech that focused on "creating a new understanding of the respective roles of citizens, communities, and government," according to the speech. When talking about the "Republican Revolution," Alexander said, "What the revolution is also about is making it easier for Americans to rebuild those institutions that bind us together: the family, the neighborhood, the church, the

synagogue, the school, and the community.”

When asked, many of these conservative insiders played down their advisory role. Many of them emphasized that they do not hold formal positions with the Alexander campaign but have discussed issues with the candidate and helped to craft speeches. Editor of the *Weekly Standard* William Kristol echoed what many of these prominent conservatives told the Center, “I would have dinner with any of the candidates and discuss issues, if they asked.”

Alexander has a better shot at beating President Clinton than Dole does because “Alexander is an easier sell to voters,” according to Kristol. “I like Lamar. I know him the most and I think he would beat Clinton,” Kristol said in an interview.

What impressed many of these conservatives about Alexander is that “he is serious about citizenship ideas,” Michael Joyce of The Lynde and Harry Bradley Foundation, said in an interview. According to Jeffrey Eisenach of the Progress and Freedom Foundation, “Alexander is closer to a progressive Republican agenda than any of the other candidates.” Not all of these civic-minded conservatives have come away from these meetings impressed with Alexander. One insider told *The Weekly Standard* that “I’m delighted by his citizenship message. But if he really wants to speak for the Republicans this year, he has to show how that message fits into the greater budget struggle that we’re going through.”

Advisers: Kitchen Cabinet

Whit Ayres is a paid polling consultant. He advises on polling, research, strategy, message, and issues, said Ayres. He specifically provides polling information and research on the following areas: the “Washington culture” (term limits, pension reform, Medicare, and Medicaid); economic growth and the economic future of the country (taxes); and the importance of increasing personal responsibility.

Ayres is the president of Ayres & Associates, a political consulting firm based in Atlanta. He served for five years as senior executive assistant for budget and policy to South Carolina Governor Carroll Campbell. He has provided public opinion research for several South Carolina politicians, including governors David Beasley and Carroll Campbell. Other clients have included Tennessee Senator Bill Frist, Georgia Senator Paul Coverdell, and South Carolina Senator Strom Thurmond. When Jim Smith ran for the Republican nomination for Florida governor, Ayres worked on the campaign with Dick Morris, currently a Clinton adviser.

Tom Beasley is a senior adviser. Beasley and Alexander go way back. While a Vanderbilt University undergraduate, Beasley rented a garage apartment from the Alexanders. He was Tennessee Republican Party chairman from 1977 to 1980 and was one of the founders of Corrections Corporation of America (CCA). In 1985, CCA won a contract from Governor Alexander to build and operate two new 500-bed facilities in Tennessee’s prison system.

As reported in *The Buying of the President*, in 1984, Honey Alexander, the governor’s wife, purchased \$8,900 in CCA stock. Concerned about avoiding any conflict of interest, Honey exchanged her CCA stock for 10,000 shares in a life insurance company owned by a financial backer of CCA and friend Jack Massey of Kentucky Fried Chicken. She ultimately made \$142,000 when she sold her shares in the life insurance company in 1989.

Lanny Griffith is an unpaid senior adviser “I’m advising on political strategy and tactics, also on the South,” he said. “I am available when they need me. There is no set schedule.” He advised on strategy during the Florida straw poll in November 1995, Griffith added. Alexander placed third.

Griffith was a political adviser to presidents George Bush and Ronald Reagan. Griffith was assistant secretary for intergovernmental and interagency affairs for Alexander’s Department of Education and former assistant for intergovernmental affairs to President Bush. He worked as campaign manager in 1982 for Haley Barbour, now chairman of the Republican National Committee.

Griffith has formed his own lobbying firm with Edward M. Rogers Jr., who was an aide to Bush White House Chief of Staff John Sununu, called Griffith & Rogers. When Rogers left the White House, he became a foreign agent representing Sheik Kamal Adham, who was involved in the BCCI affair as a “front man for BCCI’s secret purchase of First American Bankshares, Inc., of Washington.” Griffith & Rogers areas of expertise are health care and education and has clients like Americans for School Choice, American Maritime Congress, American Rice, Inc., and CBS Washington. Griffith has said that their lobbying shop caters to clients interested in a Republican firm. Before starting his own firm, Griffith was with Hager Sharp, Inc., a Washington public affairs and communications firm.

Phil Handy is an unpaid senior adviser. Handy is a Florida financier with Winter Park Venture Capital Company. He was a former state chairman for Jeb Bush for Governor, and founder and chairman for Citizens for Limited Political Terms, a group that supports term limits for politicians.

Rob Mosbacher is an unpaid senior adviser and finance co-chair. Mosbacher is advising on “message and strategy” for the Alexander campaign with a specific focus on Texas fundraising, according to Mosbacher. Mosbacher describes himself as “an informal outside adviser.”

He is president of Mosbacher Energy Company, an oil and gas exploration and production company. He is the co-chairman and founder of Texans for Term Limits. He ran against Senator Phil Gramm in the 1984 primary and was the Republican nominee for lieutenant governor in 1990. He worked for Senator Howard Baker and for Baker's presidential campaign from 1979 to 1980. Mosbacher was a member of President Ronald Reagan's Board of Advisers on Private Sector Initiatives. He is the son of former Secretary of Commerce Robert Mosbacher.

Mike Murphy is a paid media adviser and chief consultant. Murphy is a senior partner in The Murphy Pntak Gautier Agency, Inc., a prominent political consulting firm. His two clients right now are Lamar Alexander and Jim Nicholson of Michigan, who is running for the Senate. He has handled media strategy for various campaigns including those of Governor John Engler of Illinois, Governor Christine Todd Whitman of New Jersey, and Iran-contra figure Oliver North in his unsuccessful bid for the U.S. Senate from Virginia. He was also a member of the media teams in 1988 and 1992 for the Bush-Quayle presidential campaigns.

Tom Rath is a senior adviser in New Hampshire. He is a partner with the law firm of Rath, Young, Pignatelli, and Oyer, P.A. Rath is a longtime Republican activist. In their presidential bids, Rath advised Bob Dole in 1988 and George Bush in 1992. Rath is a former New Hampshire attorney general.

Dick Redman is a senior adviser in Iowa. Redman is one of the most sought-after political operatives in Iowa. He worked for Howard Baker in 1980 and for George Bush's campaigns as an adviser in 1988 and 1992. He has been a GOP fundraiser for Iowa Governor Terry Branstad's three successful campaigns. He was a full-time organizer in Iowa for the Republican Exchange Satellite Network (RESN), a nonprofit, tax-exempt televised project promoting the Republican agenda. Alexander started RESN once he left the Department of Education as a launching pad for his presidential bid. Redman is a developer and vice president of Mid-America Group, Ltd., a real estate company.

Marguerite Sallee is a senior adviser and finance co-chair. Sallee was recently asked by Governor Don Sundquist of Tennessee to study the availability of child care and offer recommendations on how to improve it. She was staff director for a 42-member Governor's Task Force on Day Care during Alexander's tenure as governor. Alexander later named Sallee to be his state commissioner of Human Services.

Alexander and Sallee joined forces two and a half weeks after Alexander's governorship ended, along with Memphis businessman Robert Brad Martin, and created Corporate Child Care Management Services. As reported in *The Buying of The President*, Martin and Alexander concentrated on raising the start-up capital, and Sallee began hiring the company staff. Alexander turned to Jack Massey, whose company, Massey Burch, helped put up \$2 million to start Corporate Child Care. Alexander and his wife invested \$6,600 in the company in 1987, and today their investment is valued at \$1.1 million.

When asked if the government task force survey information was used to solicit Corporate Child Care clients, Sallee told a Tennessee newspaper, "No. I mean, it's hard to say no because, of course, I know who the major employers are in the state and so I couldn't say there was no use made; you learn something in the process. But it wasn't like I dug that [survey] out, went back around and started talking to all those people."

Lance Tarrance is a senior adviser. Tarrance is a veteran polling analyst and has worked for various Republican candidates, including former Representatives Stan Parris, Republican of Virginia, and Jack Kemp, Republican from New York. He also worked with veteran Republican operative Roger Ailes on Kentucky Republican Mitch McConnell's election to the Senate. Tarrance sold his consulting firm in 1988 to the Gallup Organization. He ran Gallup's office in China which provided polling information that helped U.S. interests open markets in China, including The Chocolate Manufacturers Association, the Washington Apple Growers Board, and the U.S. Department of Agriculture.

Other Advisers

Doug Bailey is an informal adviser. He was Alexander's media adviser during his campaigns for governor. He is a political consultant and founder of the American Political Network, which publishes *The Hotline*, a political newsletter.

When Alexander was president of the University of Tennessee, he hired Bailey, of Bailey, Deardourff and Associates, to produce radio and television commercials for the university in 1989 and 1990. As reported in *The Buying of the President*, Bailey's firm was paid approximately \$30,000 via a third party — other firms already under contract with the university — in an attempt "to avoid any negative appearances of a conflict, university officials did not prepare written contracts or other written agreements." After looking into the matter, the comptroller of the university, W.R. Snodgrass, wrote in his report that Alexander, as university president, "suggested establishing university business relationships with three organizations with whom he had previous relationships." The board of trustees adopted new conflict-of-interest policies, expressly prohibiting "indirect payments" or the private, "unofficial hiring of university-related consultants by anyone, including members of the board."

Howard Baker is an unpaid adviser. See *Howard Baker*.

Lawrence Eagleburger is an informal foreign policy adviser. Eagleburger was secretary of state from 1992 to 1993 and deputy secretary of state from 1989 to 1993. He was president of Kissinger & Associates from July 1984 to January 1989. He is senior foreign policy adviser to Baker, Donelson, Bearman & Caldwell. His clients include Westinghouse Electric Corp. See *Howard Baker*.

Don Eberly is an informal, unpaid adviser. See *In Search of A Neo-Conservative*.

Jeffrey Eisenach is an informal, unpaid adviser. See *In Search of A Neo-Conservative*.

Chester Finn is an unpaid informal adviser and fellow at the Hudson Institute. "I don't describe myself as an adviser; I describe myself as an old friend. I talk to him [Lamar Alexander] from time to time," he said in an interview. Finn was assistant secretary of education in the 1980s. He is an advocate of abolishing the Department of Education and was part of the design team for the Edison Project, a pay-to-learn system of schools set up by Christopher Whittle.

Arianna Huffington is an informal adviser. See *In Search of A Neo-Conservative*.

Michael Joyce is an informal, unpaid adviser. See *In Search of A Neo-Conservative*.

Tom Kean is an unpaid adviser, national co-chair, and chairman of the New Jersey effort. He was governor of New Jersey.

William Kristol is an unpaid informal adviser. See *In Search of A Neo-Conservative*.

Lewis Lavine is a paid adviser and campaign coordinator in New Hampshire. He is a longtime Alexander friend and aide. In 1993, Lavine organized Alexander's walk through New Hampshire. He also coordinated Alexander's drive around the country in a red Ford Explorer. The trip was paid for by the RESN and the Hudson Institute. "The idea was to energize the Republican Party," Lavine recounted to the Center that "enabled Lamar to get out of the tunnel that candidates get into." He is a former chief of staff to Governor Alexander, and was the original president of RESN and is now with the Ingram Group, a consulting outfit whose clients have included the University of Tennessee and Whittle Communications.

Don Sundquist is an informal adviser and the current governor of Tennessee. "Governor Sundquist has been fundraising and making public appearances [for Alexander]. They are close and longtime friends. They talk quite often," according to Governor Sundquist's press secretary Beth Fortune. Sundquist is the chairman of Tennessee Alexander for President.

Finance Co-Chairs

Sam Bamieh is a wealthy businessman who was a Wilson for President supporter. This is not a new role for Bamieh, according to *The Washington Post*. Bamieh was a top contributor to RESN, giving \$175,000.

The New York Times described Bamieh as "once an avid supporter of the Nicaraguan contras." Bamieh describes himself as having been an adviser and financial consultant to King Faud of Saudi Arabia. He says, however, King Faud's aides held him captive in a series of royal palaces while accusing him of being an agent for the CIA or Mossad, Israel's secret service. After 133 days of captivity, he was set free and given \$500,000 for his troubles. In 1992, he became the chairman of the American Intertrade Group, an export-import firm.

Larry Bathgalt is a former chairman of the Republican National Committee's finance committee. In 1988, Bathgate was New Jersey GOP finance chairman, as well as the national party finance chairman. During his tenure as finance chair, he helped create "Team 100," contributors who gave at least \$100,000 to the Republican National Committee during George Bush's 1988 presidential run. At the same time, Bathgalt was an attorney for Ciba-Geigy, a pharmaceutical company.

Carl Bouckaert is president of Beaulieu of America, Inc., a carpet mill in Georgia. According to information released by the Alexander campaign, Bouckaert helped to raise \$800,000 for the Republican Satellite Exchange Network (RESN), a non-profit, tax-exempt televised project promoting the Republican agenda.

Pat Brock is a candy magnate and retired chairman of Brach and Brock Confections.

Lew Conner is an attorney with Boulton, Cummings, Conners, & Berry. "I am helping Lamar raise money a thousand dollars at a time in Kentucky, Florida, Tennessee, and wherever else," Conner said in an interview. "I am not considered a policy person. I do speak to Lamar or his people about the important issues of the day like the flat tax and the importance of keeping the mortgage interest deduction." He is an unpaid adviser.

"Lamar and I go way back. We went to school together. Our families are very close. We started a law firm together and I did four and a half years on the court of appeals while Lamar was governor," Conner said.

Mike Curb is former lieutenant governor of California.

Don DePriest is president of Medcom Development. He contributed more than \$100,000 to RESN, according to information released by the Alexander campaign.

James Haslam, II, is a petroleum businessman and a longtime campaign contributor and business partner. As reported in *The Buying of the President*, Haslam and his family are top career patrons, having contributed more than \$30,000 from 1978 thru September 1995 to Alexander's various political campaigns. Haslam was appointed to the state university board by Alexander when he was governor. Haslam and Alexander owned property near Blackberry Farm, a resort. As governor, Alexander proposed building a highway on his land that would intersect with Blackberry Farm. The proposal collapsed when a newspaper exposed this matter.

Leo Hindtry is chairman of Intermedia, a cable television company.

Pitt Hyde is the head of Autozone, an auto-parts manufacturing company in Memphis, Tennessee.

David Kearns is a former chairman of Xerox.

Rob Mosbacher. See *Kitchen Cabinet*.

A.J. Nassar is president of Maxim Group, a carpet company in Georgia. He contributed \$125,000 to the RESN, according to information released by the Alexander campaign.

John Parish, Sr., is president of Lannom Manufacturing Co. and was commissioner of Economic and Community Development while Alexander was governor. As reported in *The Buying of the President*, Parish and his family are top career patrons, having contributed more than \$38,000 between 1978 and September of 1995 to Alexander's various political campaigns

Nancy Peterson is head of Peterson Tool Company in Tennessee.

Marvin Pomerantz is chairman of Mid-America Group, Ltd., an Iowa real estate development company, and president of the Iowa State University Board of Regents. Mid-America gave \$110,000 to the RESN, according to information released by the Alexander campaign.

Joe Rodgers is a former Republican Party finance chairman and was the finance director of Ronald Reagan's reelection campaign in 1984

Marguerite Sallee. See *Kitchen Cabinet*.

William Schreyer is former chairman of Merrill Lynch.

Mel Sembler is a Florida developer, former U.S. ambassador to Australia under President George Bush, and a GOP fundraiser.

Susan Simons is a former commissioner of general services when Alexander was governor of Tennessee.

Agnes Warfield is finance director. She served as finance director for the RESN from 1993 to 1994 and was Alexander's chief of staff at the Department of Education.

Ted Welch is national finance chairman. He was treasurer and fiscal officer of RESN and was co-chairman of George Bush's 1988 presidential campaign. He is also one of the wealthiest communications real estate developers in the country.

Sam Williams is president of Central Atlanta Progress in Georgia. He is raising funds and gaining support for Alexander in northern Georgia.

Pat Wilson is in real estate and banking, and is a longtime Alexander supporter. As reported in *The Buying of the President*, Pat Wilson and his family are top career patrons, having contributed more than \$100,000 from 1978 to September 1995 to Alexander's various political campaigns.

Campaign Staff

Campaign Manager: Dan Pero

Spokesperson: Bryan Flood

Press Secretary: Dan McLagan

Communications Director: Mark Merritt

Finance Director: Agnes Warfield

National Field Director: Steve Watson